## UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

	)
In re:	Chapter 15 Case
Fairfield Sentry Limited, et al.,  Debtors in Foreign Proceedings.	Case No. 10-13164 (SMB)  Jointly Administered
Fairfield Sentry Limited (In Liquidation), et al., acting by and through the Foreign Representatives thereof,	- ') ) Adv. Pro. No. 10-03496 (SMB)
Plaintiffs, -against-	Administratively Consolidated
Theodoor GGC Amsterdam, et al., Defendants.	) ) )

CONSOLIDATED MEMORANDUM OF LAW
IN SUPPORT OF DEFENDANTS' RENEWED MOTION TO DISMISS PURSUANT TO
11 U.S.C. §§ 561(D), 546(E), AND 546(G) AND FOR INSUFFICIENT SERVICE OF
PROCESS UNDER THE HAGUE SERVICE CONVENTION

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The defendants listed on Appendix A ("Defendants"), by their attorneys listed on Appendix H, respectfully submit this memorandum of law in support of Defendants' motion, pursuant to Federal Rules of Civil Procedure 4, 5, 8(a), 12(b)(5), and 12(b)(6), made applicable by Federal Rules of Bankruptcy Procedure 7004, 7005, 7008, and 7012 (the "Consolidated Motion"), for an order dismissing with prejudice all of the remaining claims brought by Kenneth Krys and Greig Mitchell (the "Liquidators"), in their capacities as foreign representatives and liquidators of Fairfield Sentry Limited (In Liquidation) ("Sentry"), Fairfield Sigma Limited (In Liquidation) ("Sigma"), and Fairfield Lambda Limited (In Liquidation) ("Lambda," and together with Sentry and Sigma, the "Funds"), set forth in the operative amended complaints ("Amended Complaints" or "Am. Compl.") against Defendants in the above-captioned actions (the "Actions").

#### PRELIMINARY STATEMENT

After nearly a decade of litigation, all of the claims the Liquidators originally asserted in their British Virgin Islands ("BVI") home forum in pursuit of the recovery of redemptions allegedly paid to Defendants have been dismissed or abandoned. The Court in its prior rulings similarly rejected all of the claims newly brought in this forum to obtain the same relief based on

As to the main issues discussed herein, the Amended Complaints are nearly identical. Thus, for citation purposes, Defendants refer to the Amended Complaint ("Third Amended Complaint" or "TAC") in *Fairfield Sentry Ltd. v. HSBC Private Bank Suisse SA*, Adv. Pro. No. 10-03633 (SMB) (Bankr. S.D.N.Y. Jan. 9, 2020) (Dkt. 86).

As noted in the Consolidated Memorandum of Law in Opposition to Plaintiffs' Motion for Leave to Amend and in Support of Defendants' Motion to Dismiss at 1 n.2, *Fairfield Sentry Ltd. v. Theodoor GGC Amsterdam*, Adv. Pro. No. 10-03496 (SMB) (Bankr. S.D.N.Y. Jan. 13, 2017) (Dkt. 960) ("First Motion to Dismiss"), most, if not all, Amended Complaints include as defendants unidentified "Beneficial Owners of Accounts Held in the Name of [Named Defendant] 1-1000." TAC ¶ 31. Defendants deem references to, and any claims pleaded against, these unidentified "Beneficial Owners" to be ineffective placeholder allegations for claims that do not require any further response at this juncture. Regardless, for all the reasons set forth in support of this Consolidated Motion, those claims also should be dismissed in their entirety.

Unless otherwise noted, all citations in this brief to "(Dkt. \_\_)" refer to the docket entry by that number in the consolidated adversary proceeding for the Actions: *Fairfield Sentry Ltd. v. Theodoor GGC Amsterdam*, Adv. Pro. No. 10-03496 (SMB) (Bankr. S.D.N.Y.).

the alleged "bad faith" of the Funds' chosen administrator. The Court also rejected the Liquidators' arguments that (i) the Bankruptcy Code safe harbors would not apply to protect the challenged redemptions, even if the safe harbor requirements were otherwise met, because of the presumption against the extraterritorial application of U.S. law, and (ii) that the service and jurisdiction provisions in the Defendants' original subscription agreements applied to these Actions. These rulings set the stage for this Consolidated Motion to dismiss the Liquidators' three remaining claims on the grounds that they are all barred by the Bankruptcy Code's safe harbors and/or because there has been no proper service on a Defendant, thereby bringing to an end this long-lasting litigation.

Specifically, as to nearly all Defendants, the Liquidators seek to claw back certain redemption payments that the Funds made to Defendants by alleging that the transfers were (1) unfair preference transfers under Section 245 of the BVI Insolvency Act of 2003 and (2) undervalue transactions under Section 246 of the BVI Insolvency Act of 2003. As to only certain Defendants who are claimed to have known about the Bernard L. Madoff Securities LLC ("BLMIS") fraud (the so-called "Knowledge Defendants"), the Liquidators have advanced a third theory for reversing the redemption transfers based on those Defendants' alleged "knowing receipt" of stolen funds.<sup>4</sup> All of the claims fail on one or more of two threshold grounds.<sup>5</sup>

*First*, the Liquidators' claims are all barred by 11 U.S.C. § 546(e), the safe harbor for securities transactions made applicable in Chapter 15 proceedings by 11 U.S.C. § 561(d).

<sup>4</sup> A list of Defendants that the Liquidators allege are Knowledge Defendants on the basis of their own knowledge or a purported theory of imputed knowledge is included as Appendix B.

As directed by this Court, this Consolidated Motion addresses only two such grounds for dismissal that apply in all or nearly all Actions. Further to this Court's instructions at the February 25 and March 11, 2020 conferences, grounds for dismissal other than those raised herein are preserved. Defendants expressly reserve their rights to move to dismiss the operative or any future amended complaints on grounds other than those addressed herein, including but not limited to service arguments beyond the issues of service on Defendants under the Hague Convention for the Service Abroad of Judicial and Extrajudicial Documents and personal jurisdiction arguments.

Section 546(e) protects settlement payments and transfers in connection with securities contracts ("Covered Transactions") made "by," "to," or "for the benefit of" statutorily covered entities, such as financial participants or financial institutions ("Covered Entities"). *See, e.g.*, 11 U.S.C. §§ 101(22), 101(22A) (defining financial institution and financial participant). This Court has held that each alleged redemption payment is a Covered Transaction and thus protected by the safe harbor if the transaction was by, to, or for the benefit of a Covered Entity. Each of the Funds and most Defendants fall within the definition of Covered Entity on one or more grounds. The safe harbor bars not only the BVI statutory avoidance claims, but also the Liquidators' remaining common law knowing receipt claims against the so-called Knowledge Defendants. Allowing the Liquidators' claims, including the knowing receipt claims, to escape the reach of Section 546(e)'s safe harbor would be contrary to the plain language of Section 546(e) and would frustrate the purpose of the safe harbor by permitting an end-run around its protections.

Second, the Liquidators' claims against Defendants in foreign states that are contracting parties to the Hague Convention for the Service Abroad of Judicial and Extrajudicial Documents served by international registered mail (the "Hague Defendants" and the "Hague Service Convention," respectively) must also be dismissed for failure to properly serve the Hague Defendants with process.<sup>8</sup> The Liquidators' attempted service by mail on the Hague Defendants

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<sup>&</sup>lt;sup>6</sup> Fairfield Sentry Ltd. v. Theodoor GGC Amsterdam (In re Fairfield Sentry Ltd.), 596 B.R. 275, 314-15 (Bankr. S.D.N.Y. 2018) (the "Merits Opinion").

A list of Defendants that allegedly invested in Sentry is included in Appendix C. A list of Defendants that allegedly invested in Sigma or Lambda is included in Appendix D. A list of Defendants that are Covered Entities are included as Appendices E and F, the scope of which is defined further below.

The Hague Defendants are listed in Appendix G. In some cases, in addition to attempted service by international mail in a foreign Hague Service Convention state, the Liquidators sent copies of summons and the complaints to outside litigation counsel representing Hague Defendants or "care of" a third-party, neither of which were authorized to accept service. Hague Defendants did not, and are not claimed to have, authorized service by these means. Such attempts at alternative service plainly do not qualify as effective service and we assume that the Liquidators will not claim otherwise.

is contrary to Supreme Court precedent and the Federal Rules. The Liquidators have never attempted any proper method of service as to the Hague Defendants over the past decade, despite receiving repeated notice of their ineffective service.

Accordingly, this Court should dismiss the Amended Complaints in their entirety.

#### FACTUAL AND PROCEDURAL BACKGROUND

The background to these proceedings is set forth in two prior decisions of this Court.

Fairfield Sentry Ltd. v. Theodoor GGC Amsterdam (In re Fairfield Sentry Ltd.), Adv. Pro. No. 10-03496 (SMB), 2018 WL 3756343 (Bankr. S.D.N.Y. Aug. 6, 2018) (the "Jurisdiction Opinion"); Fairfield Sentry Ltd. v. Theodoor GGC Amsterdam (In re Fairfield Sentry Ltd.), 596

B.R. 275 (Bankr. S.D.N.Y. 2018) (the "Merits Opinion"). Defendants recount the background to the extent necessary for this Consolidated Motion.

### **Operation of the Funds**

Defendants are alleged direct and indirect investors in a related group of hedge funds—Sentry, Sigma, and Lambda—which is the largest group of funds that invested with BLMIS.<sup>9</sup>
Beginning in the 1990s and through BLMIS's collapse in December 2008, Sentry sold shares directly to foreign (*i.e.*, non-U.S.) investors and invested substantially all of the proceeds with BLMIS.<sup>10</sup> Sigma, the Euro-denominated Fund, and Lambda, the Swiss franc-denominated Fund, each accepted investments in its respective foreign currency and then invested all of those funds in Sentry, which, in turn, invested with BLMIS.<sup>11</sup> The Liquidators, through these Actions, seek to claw back alleged redemptions from the Funds occurring as early as April 2004.<sup>12</sup>

TAC  $\P$  2.

Merits Opinion, 596 B.R. at 282; Verified Chapter 15 Pet. ¶¶ 8-9, *In re Fairfield Sentry Ltd.*, No. 10-13164 (Bankr. S.D.N.Y. June 14, 2010) (Dkt. 2).

Merits Opinion, 596 B.R. at 282; Jurisdiction Opinion, 2018 WL 3756343, at \*2.

Merits Opinion, 596 B.R. at 292.

The Funds were each governed by substantively identical Articles of Association (the "Articles") that described the processes and pricing for the redemption of shares.<sup>13</sup> The Articles granted investors the right to redeem their shares at a price equal to the Fund's Net Asset Value ("NAV").<sup>14</sup> The directors of the Funds (the "Directors") calculated the NAVs based on the value of a Fund divided by its outstanding shares, less certain expenses.<sup>15</sup> The Directors determined the subscription price for a share in the Funds on the same basis.<sup>16</sup> Following a redemption request, the Funds were contractually obligated to pay the redeeming shareholder an amount based on the NAV per share determined by the Directors in return for the redeemed shares.<sup>17</sup> Defendants allegedly invested in the Funds on their own behalf or on behalf of underlying beneficial owners and subsequently redeemed shares and received redemption payments.<sup>18</sup>

The Funds each employed Citco Bank Nederland NV Dublin Branch ("Citco Bank") to pay redemptions, take custody of securities and other assets, and provide other custodial services.<sup>19</sup> The Funds each retained Citco Bank to act as custodian in monitoring assets, generating custody statements, placing trades, and "serv[ing] as the intermediaries for all . . . funds invested by Defendants."<sup>20</sup> Citco Bank paid all redemptions.<sup>21</sup> The Funds each also

Id. at 283. Investors in the Funds also signed Subscription Agreements to receive shares of the Funds. TAC ¶ 21. The terms of the investments, including redemption rights, were governed by the Articles, rather than the Subscription Agreements. Jurisdiction Opinion, 2018 WL 3756343, at \*3, \*12.

<sup>&</sup>lt;sup>14</sup> TAC ¶¶ 4, 37.

<sup>&</sup>lt;sup>15</sup> *Id.* ¶ 4.

Merits Opinion, 596 B.R. at 283.

<sup>&</sup>lt;sup>17</sup> *Id*.

<sup>&</sup>lt;sup>18</sup> Jurisdiction Opinion, 2018 WL 3756343, at \*2.

TAC  $\P$  51. Citco Bank is a branch of a Dutch credit institution authorized to act as a credit institution in Ireland. *See infra* note 44.

<sup>&</sup>lt;sup>20</sup> TAC ¶¶ 51-52, 62, 67, 74-75.

Pls.' Opp. to Defs.' Consolidated Mem. at 67 (Dkt. 1336) ("Liquidators' Reply") ("The redemption payments were made from the Funds' accounts with Citco in Ireland . . . . ").

retained Citco Fund Services to serve as administrator "under the overall direction of the Directors." The Directors delegated responsibility for calculating all of Funds' NAVs to Citco Fund Services and its delegate, which issued NAV statements to shareholders. 23

#### First Motion for Leave and First Motion to Dismiss

The Liquidators originally litigated a "mistaken" payment theory, premised on the Funds' alleged miscalculation of their Net Asset Value ("NAV") and redemption payments made based on that NAV. The Liquidators lost on those claims at all levels of the BVI court system, including before its highest court, the U.K. Privy Council, because the Liquidators' theory would have permitted the Funds to revisit the NAV into perpetuity and was therefore entirely unworkable and inequitable, and would have undermined the BVI's interest in finality for securities transactions.<sup>24</sup> They also lost on their claim that the redeeming investors did not give good consideration for the redemptions.

On October 21, 2016, the Liquidators filed a motion for leave to add certain allegations and claims in amended complaints against most Defendants ("First Motion for Leave"). The Liquidators sought to add: (1) claims under the BVI Insolvency Act for unfair preference transactions and undervalue transactions under Sections 245 and 246, respectively (together, the "BVI Avoidance Claims"), (2) BVI common law claims, and (3) BVI contract claims. Defendants opposed the First Motion for Leave and moved to dismiss all existing claims on January 13, 2017 (the "First Motion to Dismiss"), arguing, among other things, that: (1) this

Fairfield Sentry Ltd (in Liquidation) v. Migani [2014] UKPC 9, [14] ("Migani").

<sup>&</sup>lt;sup>23</sup> TAC ¶ 47.

See Migani [2014] UKPC 9, [23] (concluding the Liquidators' approach is "an impossible construction").

Pls.' Mem. Supp. Mot. for Leave to Amend at 15-20 (Dkt. 923).

While the Liquidators also sought declaratory relief in some instances, this Court dismissed this count as "subsumed by the other claims that seek monetary relief." Merits Opinion, 596 B.R. at 289 n.16.

Court lacked subject matter jurisdiction over the Actions; (2) this Court lacked personal jurisdiction over non-U.S. Defendants; (3) the safe harbor in 11 U.S.C. § 546(e), made applicable by 11 U.S.C. § 561(d), barred all claims; (4) all claims otherwise failed as a matter of law and should be dismissed; and (5) the Liquidators failed to properly serve non-U.S. Defendants.<sup>27</sup>

After the completion of briefing, this Court requested supplemental briefing on Section 561(d).<sup>28</sup>

The parties also wrote letters to this Court regarding the effect of *Merit Management Group*, *LP*v. FTI Consulting, Inc., 138 S. Ct. 883 (2018), on the First Motion to Dismiss.<sup>29</sup>

#### **The Jurisdiction Opinion**

In August 2018, this Court issued the Jurisdiction Opinion, holding that it had subject matter jurisdiction over the Actions.<sup>30</sup> However, this Court squarely rejected the Liquidators' principal argument for personal jurisdiction, *i.e.*, that Defendants had consented to personal jurisdiction by allegedly executing the Subscription Agreements containing a forum selection clause when they invested in the Funds.<sup>31</sup> This Court held instead that the forum selection clause was inapplicable to the instant Actions, which arose out of the Articles rather than the Subscription Agreements.<sup>32</sup>

In support of these arguments, the parties filed foreign law declarations and supporting exhibits. *E.g.*, Mortimore Decl. (Dkt. 962). Certain Defendants filed supplemental memoranda of law and declarations with individualized arguments for dismissal. *E.g.*, HSBC Defs.' Supp. Mem. (Dkt. 1213).

Defs.' Suppl. Mem. Concerning the Legislative History of 11 U.S.C. § 561(d) (Dkt. 1659); Foreign Reps.' Suppl. Mem. Addressing Bankruptcy Code Section 561(d) (Dkt. 1656).

Merit held that the relevant transfer for purposes of Section 546(e) is the transfer the trustee seeks to avoid, and that the safe harbor will not apply based on the incidental presence of a Covered Entity in an earlier transfer. Merit also abrogated certain Circuit precedent relied upon in the First Motion to Dismiss. E.g., In re Quebecor World (USA) Inc., 719 F.3d 94 (2d Cir. 2013). Prior to Merit, the Liquidators had not contested that the redemption payments were made "by," "to," or "for the benefit" of a Covered Entity. Merits Opinion, 596 B.R. at 315.

Jurisdiction Opinion, 2018 WL 3756343, at \*8.

Id. at \*12 ("[T]he Defendants' consent to the Subscription Agreement does not constitute consent to personal jurisdiction . . . .").

<sup>&</sup>lt;sup>32</sup> *Id*.

In the Jurisdiction Opinion, this Court declined to address the merits issues raised by the parties because, although this Court had disposed of the Liquidators' "consent" theory, there remained unresolved aspects of Defendants' First Motion to Dismiss for lack of personal jurisdiction.<sup>33</sup> Thereafter, in September 2018, the Liquidators and Defendants stipulated to be bound by a decision on the merits regarding any or all arguments raised in the briefing, while reserving their right to appeal or seek reconsideration of judicial orders and expressly preserving any arguments raised, including, but not limited to, the personal jurisdiction issues.<sup>34</sup>

#### The Merits Opinion and Further Proceedings

In December 2018, this Court issued the Merits Opinion, resolving certain—but not all—of the remaining issues raised in the First Motion for Leave and First Motion to Dismiss. For failure to state a claim, this Court dismissed in their entirety the Liquidators' BVI contract and common law claims, including for constructive trust, except to the extent the Liquidators adequately pleaded a knowing receipt constructive trust claim showing that a particular Defendant (*i.e.*, a Knowledge Defendant) "knew the [Funds'] NAV was inflated at the time of redemption." This Court declined to resolve whether that standard was satisfied as to any Defendants under the operative complaints and deferred that issue for subsequent briefing.

In the Merits Opinion, this Court also partially granted the First Motion for Leave to add the BVI Avoidance Claims. However, this Court further held that the securities safe harbor of Section 546(e) would bar the BVI Avoidance Claims, and potentially all of the Liquidators' claims, if a Defendant could demonstrate that the redemption payments were made by, to, or for

<sup>&</sup>lt;sup>33</sup> *Id.* 

Order and Stipulation (Dkt. 1735).

Merits Opinion, 596 B.R. at 295.

the benefit of a Covered Entity within the meaning of the safe harbor provision.<sup>36</sup> This Court held that Section 561(d) made the safe harbor applicable to "proceedings brought by a foreign representative in a Chapter 15 case seeking to avoid purely foreign transfers under foreign insolvency laws," explaining that the safe harbor's purpose was to "provide broad protection to avoid the spread of financial contagion."<sup>37</sup> In doing so, the Court accepted the unchallenged conclusion that "the redemptions at issue were Covered Transactions because they were settlement payments made in connection with securities contracts."<sup>38</sup> The sole remaining issue under the safe harbor—whether Defendants could show that the transfers were made "by," "to," or "for the benefit of" a Covered Entity—was left for subsequent briefing, as the Liquidators first challenged that element of the analysis only following *Merit*. The Liquidators did not challenge the safe harbor's application on these grounds because, as described below, not only do the Funds qualify as Covered Entities on multiple grounds, but almost all Defendants independently qualify as Covered Entities.

Accordingly, this Court allowed the Liquidators to file amended complaints alleging (i) BVI Avoidance Claims against all Defendants, albeit without prejudice to this further motion to dismiss the Amended Complaints, and (ii) knowing receipt claims *only* against the purported Knowledge Defendants.<sup>39</sup> Primarily in April 2019, this Court entered multiple orders implementing the Merits Opinion, dismissing all other claims with prejudice and explicitly reserving Defendants' rights to address by further motions to dismiss various defenses that the

<sup>36</sup> *Id.* at 314-15.

<sup>37</sup> *Id.* at 310, 314.

<sup>38</sup> *Id.* at 314.

<sup>39</sup> *Id.* at 305, 316.

Court did not reach in its Jurisdiction Opinion or Merits Opinion.<sup>40</sup> It was not until January 15, 2020 that the Liquidators notified Defendants that they had completed filing the Amended Complaints. That same day, the Liquidators filed yet another motion for leave to amend in twenty-nine actions. After a conference on that motion on February 25, 2020, the Court directed Defendants on this Consolidated Motion to address only certain arguments for dismissal based on Sections 546(e) and 561(d) and insufficient service of process in Hague Service Convention states.

#### **LEGAL STANDARD**

To survive a motion to dismiss, "a complaint must contain sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face." *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)). Dismissal is appropriate when "it is clear from the face of the complaint, and matters of which the court may take judicial notice, that the plaintiff's claims are barred as a matter of law." *Conopco, Inc. v. Roll Int'l*, 231 F.3d 82, 86 (2d Cir. 2000). This Court may judicially notice documents upon which the Liquidators relied in bringing suit and documents that are "integral" to the Amended Complaints. *Cortec Indus., Inc. v. Sum Holding L.P.*, 949 F.2d 42, 47-48 (2d Cir. 1991). This Court may also judicially notice facts that are "capable of accurate and ready determination by resort to sources whose accuracy cannot be reasonably questioned," such as "the records of various public or quasi-public bodies." *Enron v. Int'l Fin. Corp. (In re Enron Corp.)*, 341 B.R. 451, 458 (Bankr. S.D.N.Y. 2006) ("*Enron III*") (citing Fed. R. Evid. 201(b)(2)).

E.g., Stipulated Order Granting in Part and Denying in Part Defs.' Mots. to Dismiss and Pls.' Mot. for Leave to Amend, *Fairfield Sentry Ltd. v. HSBC Private Bank Suisse SA*, Adv. Pro. No. 10-03633 (SMB) (Bankr. S.D.N.Y. Apr. 15, 2019) (Dkt. 81).

#### **ARGUMENT**

### I. Sections 561(d), 546(e), and 546(g) Bar All Claims Against All Defendants

The Liquidators' claims are barred in their entirety by Section 546(e), as incorporated into Chapter 15 proceedings by Section 561(d). This Court largely resolved the application of Section 546(e) in favor of Defendants in its Merits Opinion by (i) finding that each of the redemption payments are Covered Transactions because there was no "dispute that the redemptions at issue were Covered Transactions" and (ii) rejecting the Liquidators' arguments that applying the provision here would be an impermissible extraterritorial application. Merits Opinion, 596 B.R. at 311, 314. The only question with respect to the application of the safe harbor remaining after the Merits Opinion is whether the redemption payments at issue were made "by," "to," or "for the benefit of" an "entity covered by section 546(e)." *Id.* at 315.

Here, the relevant transfers are the redemption payments originating from the Funds. These redemption payments were transfers "by," "to," or "for the benefit" of a Covered Entity for at least four reasons. *First*, all claims must be dismissed because each Fund is a financial institution, due to the Funds' status as "customers" of a financial institution, and the transfers were therefore all made "by" a Covered Entity. *Second*, all claims for Sentry redemption payments and the majority of Sigma redemption payments must also be dismissed because, at the relevant points in time, Sentry and Sigma were financial participants and their transfers were therefore "by" a Covered Entity. *Third*, all claims for the Sigma and Lambda redemption payments must also be dismissed because they were made "for the benefit" of Sentry, which is both a financial participant and a financial institution. *Fourth*, many of the Defendants—such as banks and trust companies—are Covered Entities, and the Liquidators' claims are barred to the extent they were paid "to" or "for the benefit" of such Defendants. Finally, Sections 546(e)

and 546(g) also bar the knowing receipt claims against the Knowledge Defendants because the safe harbor applies to those claims insofar as they involve protected transfers.

## A. All of the Funds Are Financial Institutions and Therefore Clawback of Transfers Made "By" the Funds Is Barred

As customers of Citco Bank—a financial institution acting as their agent in connection with a securities contract—the Funds are Covered Entities. Section 546(e) protects not only transfers made "by" financial institutions, such as any "commercial or savings bank, industrial savings bank, savings and loan association, trust company, [or] federally-insured credit union," 11 U.S.C. § 101(22), but also those made by "customer[s]" of such financial institutions, 11 U.S.C. § 101(22)(A); see In re Tribune Co. Fraudulent Conveyance Litig., 946 F.3d 66, 77-80 (2d Cir. 2019) (affirming dismissal of avoidance claims for redemption payment because the issuer retained a financial institution to act as agent in connection with the redemption and was thus itself a financial institution). Section 546(e) employs "broad language" to protect customers of financial institutions in order to "promot[e] finality . . . and certainty' for investors, by limiting the circumstances, e.g., to cases of intentional fraud, under which securities transactions could be unwound." In re Tribune, 946 F.3d at 90-94 (quoting In re Kaiser Steel Corp., 952 F.2d 1230, 1240 n.10 (10th Cir. 1991)) (alteration in original); accord id. at 92 ("The legislative history of Section 546(e) clearly . . . reflects a concern over the use of avoidance powers not only after the bankruptcy of a commodities or securities firm, but also after a 'customer' or 'other participant' in the securities markets enters bankruptcy."); Merits Opinion, 596 B.R. at 314 (noting same).

The Liquidators have not pursued intentional fraud claims. *See infra* note 54.

A customer of a financial institution is itself a financial institution for safe harbor purposes when (1) the financial institution (2) is "acting as agent" (3) "for a customer" (4) "in connection with a securities contract." *In re Tribune*, 946 F.3d at 78 (quoting 11 U.S.C. § 101(22)(A)). Here, the Funds' relationships with their custodian, Citco Bank, satisfy each element for each Fund to qualify as a customer of a financial institution (*i.e.*, a customer of Citco Bank). For that reason, the Funds themselves were Covered Entities when they made each redemption payment, and Section 546(e) bars avoidance of all of those payments.

First, the Funds made the redemption payments through their custodian Citco Bank, a financial institution. See Pls.' Mem. Opp. to Defs.' Consolidated Mem. and Further Supp. Mot. for Leave to Amend at 67 & n.89 (Dkt. 1336) ("Liquidators' Reply") ("The redemption payments were made from the Funds' accounts with Citco in Ireland."). The definition of financial institution includes entities licensed or regulated as a bank or trust company. See In re Tribune, 946 F.3d at 78 (concluding entity is a financial institution "because it is a trust company and a bank"). Citco Bank is a "financial institution" because it is a bank supervised by De Nederlandsche Bank, the Netherlands' central bank and financial regulator. The Irish branch of Citco Bank retained by the Funds is also supervised by the Central Bank of Ireland. Citco Bank has been a licensed bank since 1998, 44 which predates each of the redemptions at

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De Nederlandsche Bank, *Information Detail: Citco Bank Nederland NV*, https://www.dnb.nl/en/supervision/public-register/WFTKF/detail.jsp?id=26bbcae35848e311b55a005056b672cf (last visited Mar. 15, 2020) (attached hereto to the Decl. of Joseph M. Kay, dated March 16, 2020 ("Kay Decl."), Ex. A). This Court can take judicial notice of a foreign government's public records. *See In re Enron Corp.*, 323 B.R. 857, 869-70 (Bankr. S.D.N.Y. 2005) (judicially noticing records of the U.K. Financial Services Authority to determine entity was covered by safe harbor).

Central Bank of Ireland, *Financial Service Provider Profile: Citco Bank Nederland NV Dublin Branch*, http://registers.centralbank.ie/FirmDataPage.aspx?firmReferenceNumber=C27278 (last visited Mar. 15, 2020) (Kay Decl. Ex. B).

Central Bank of Ireland, Financial Service Provider Register Data, Credit Institution: Citco Bank Nederland NV Dublin Branch,
http://registers.centralbank.ie/FirmRegisterDataPage.aspx?firmReferenceNumber=C27278&register=2 (last visited Mar. 15, 2020) (Kay Decl. Ex. C). The Central Bank of Ireland regulates Citco as a "credit institution," which it

issue in this litigation. *See* Merits Opinion, 596 B.R. at 292 (noting that earliest redemption payments at issue in the Actions are from April 2004).

Second, in making the redemption payments on behalf of the Funds, Citco Bank was acting as the Funds' agent. "Agent" is not defined in the Bankruptcy Code; therefore, the well-settled common law meaning applies. In re Tribune, 946 F.3d at 79. "At common law, '[a]gency is the fiduciary relationship that arises when one person (a "principal") manifests assent to another person (an "agent") that the agent shall act on the principal's behalf and subject to the principal's control, and the agent manifests assent or otherwise consents so to act." Id. (quoting Restatement (Third) of Agency § 1.01 (2006)) (alteration in original). The Amended Complaints plainly allege facts establishing the agency relationship: the Funds engaged Citco Bank as their custodian, TAC ¶ 51, and by virtue of that relationship, Citco Bank owed "duties to the Funds and the Funds' investors" and obligations including "serv[ing] as the intermediaries for all . . . funds invested by Defendants," id. ¶¶ 65, 74-75.

*Third*, the Funds were customers of Citco Bank. The Bankruptcy Code does not define "customer" as used in Section 101(22).<sup>45</sup> As with "agent," the term is thus interpreted in light of its ordinary meaning; the "core" ordinary meaning is "someone who buys goods or services." *In re Tribune*, 946 F.3d at 79 (quoting *UBS Fin. Servs., Inc. v. W. Va. Univ. Hosps., Inc.*, 660 F.3d 643, 650 (2d Cir. 2011)). The Funds are Citco Bank's customers, including because the

defines to include entities "whose business is to receive deposits or other repayable funds from the public and to grant credits for its own account." *Financial Service Provider Profile, supra* note 43 (Kay Decl. Ex. B). For the avoidance of doubt, Black's Law Dictionary defines "bank" to include supervised financial establishments for the deposit, loan, exchange, or issuance of money and transmission of funds, and "commercial bank" to include entities authorized to receive deposits, make loans, and provide similar services, often to businesses. *Bank*, Black's Law Dictionary (11th ed. 2019).

It does, however, instruct that "customer" should not be limited by the definition of a stockbroker's customers in Section 741 of the Bankruptcy Code. 11 U.S.C. § 101(22)(A). The Second Circuit has also declined to apply other "limited definition[s]" of "customer," including that in Section 761(9) of the Bankruptcy Code. *In re Tribune*, 946 F.3d at 78 n.10.

Funds paid Citco Bank fees in exchange for providing custodial services. *See* TAC ¶¶ 69-70 (alleging that Citco Bank received one basis point of NAV as fee for custodial services).<sup>46</sup>

Fourth, the redemption payments were made in connection with a securities contract.<sup>47</sup> The Liquidators have never argued otherwise. Merits Opinion, 596 B.R. at 314.

Accordingly, each redemption was made "by" a Covered Entity and this Court should dismiss each of the Liquidators' claims under Section 546(e) as incorporated by Section 561(d).

## B. Sentry and Sigma Are Financial Participants and Therefore Clawback of Transfers Made "By" Sentry or Sigma Are Barred

Section 546(e) also protects transfers made "by" financial participants, which are large market participants with substantial exposure to other participants through securities contracts, commodity contracts, swap agreements, repurchase agreements, or forward contracts (*i.e.*, one or more qualified financial contracts, or "QFCs"). *See* 11 U.S.C § 101(22A); H.R. Rep. No. 106-711, pt. 2, at 55 (2000). Section 546(e) was amended to cover financial participants in the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005, Pub. L. No. 109-8, 119 Stat. 23 (2005) ("BAPCPA"). Congress extended the safe harbor to financial participants for the purpose of protecting the financial markets from the bankruptcy of substantial market participants; in particular, Congress cited the risks to the market posed by the near-failure of Long-Term Capital Management ("LTCM"), a large, foreign-organized hedge fund that was

Anyone "for whom a bank has agreed to collect items" is also a customer. *In re Tribune*, 946 F.3d at 79 (quoting *Customer*, Black's Law Dictionary (10th ed. 2014)). Citco Bank also satisfies this definition as to the Funds given that Citco Bank, as custodian, held the Funds' property.

The Articles set the mechanisms and terms of redemption and are quintessential securities contracts. *See Picard v. Ida Fishman Revocable Trust (In re Bernard L. Madoff Inv. Sec. LLC)*, 773 F.3d 411, 418 (2d Cir. 2014) (holding "securities contract" includes "contracts for the purchase or sale of securities, as well as any agreements that are similar or related to contracts for the purchase or sale of securities" (emphasis omitted)). This Court has already held that "[a] contract arose at the time that the Defendants served their notices of redemption" that "entitled [Defendants] to be paid the NAV per share computed in accordance with Article 11(1) in exchange for their shares." Merits Opinion, 596 B.R. at 297; 11 U.S.C. § 741(7)(A)(x)-(xi) (defining "securities contract" to include "master agreement[s]," "together with all supplements to any such master agreement," that provide for purchase or sale of a security or related "security agreement[s] or arrangement[s]").

bailed out by a consortium of banks in the late 1990s when it nearly collapsed. *See* H.R. Rep. No. 106-711, pt. 2, at 55 (2000) ("The near failure of [LTCM]... highlights the need for the U.S. to further refine its bankruptcy and insolvency laws in order to avoid systemic risk to the nation's financial system in the event of a failure of a large bank, hedge fund, or securities firm..."). Congress was focused on the fact that customers and counterparties of hedge funds like LTCM were not necessarily covered by the anti-avoidance safe harbor prior to the adoption of BAPCPA, but the insolvency of such funds nonetheless poses material risks to the economy. *See* Merits Opinion, 596 B.R. at 312 (discussing recommendations to "prevent disruptions in the markets" and to address "the effect of a default on the [LTCM's] counterparties" (citing President's Working Group on Financial Markets, *Hedge Funds, Leverage, and the Lessons of Long-Term Capital Management* (Apr. 1999))); *see also* H.R. Rep. No. 109-31, pt. 1, at 131 (2005) ("This change will help prevent systemic impact upon the markets from a single failure."). Accordingly, it is clear that Congress, in passing BAPCPA, intended to extend the protections of Section 546(e) to transfers by large off-shore hedge funds like the Funds.

The Bankruptcy Code defines a financial participant as any entity that has (i) more than \$100 million in "gross mark-to-market positions" in one or more securities contracts or other QFCs, or (ii) more than a total gross dollar value of \$1 billion in "notional or actual principal amount outstanding" in one or more securities contracts or other QFCs. 11 U.S.C. § 101(22A). The Bankruptcy Code further specifies that an entity may satisfy such thresholds either (i) "at the time it enters into a securities contract," (ii) "on any day during the 15-month period preceding the date of the filing of the petition," or (iii) on the date of the petition. *Id.* Sentry qualifies as a financial participant under this definition for at least two separate reasons: based on its securities contracts with BLMIS and based on its securities contracts with its own

investors. Therefore, each redemption payment by Sentry is a transfer "by" a financial participant and therefore is protected by Section 546(e). Sigma also qualifies at least as to all of its transfers following December 2005 based on its securities contracts with its investors.

First, Sentry satisfies the Bankruptcy Code's definition for financial participant because it meets the quantitative threshold for value in a securities contract on its petition date. In the Merits Opinion, this Court held that for purposes of Section 101(22A), the petition date is the date on which Sentry filed its petition for recognition as a "foreign main proceeding" under Chapter 15 of the Bankruptcy Code.<sup>48</sup> Merits Opinion, 596 B.R. at 315 n.58. Sentry filed its petition in this Court on June 14, 2010 (the "Petition Date"). Verified Chapter 15 Pet., *In re Fairfield Sentry Ltd.*, No. 10-13164 (Bankr. S.D.N.Y. June 14, 2010) (Dkt. 2).

On the Petition Date, the value of Sentry's accounts with BLMIS exceeded both the \$1 billion threshold for actual or notional principal outstanding and the \$100 million mark-to-market threshold. See 11 U.S.C. § 101(22A)(A). Sentry had more than \$1.1 billion in principal invested in BLMIS pursuant to the BLMIS account documents. Settlement Agreement between the BLMIS Trustee and the Liquidators of Sentry, Sigma, and Lambda ¶ K, Picard v. Fairfield Sentry Ltd. (In re Bernard L. Madoff Inv. Sec. LLC), Adv. Pro. No. 09-1239 (SMB) (Bankr. S.D.N.Y. May 9, 2011) (Dkt. 69-2) ("BLMIS Settlement"). Those account documents constitute securities contracts and therefore establish Sentry's outstanding actual or notional principal for purposes of Section 101(22A). Picard v. Ida Fishman Revocable Trust (In re

Defendants reserve the right to argue on appeal that the relevant date is when the Funds first filed for liquidation in the BVI. For purposes of the above argument, however, there is no material difference between these two dates.

This number is Sentry's "net equity" as calculated by the Trustee, which, in effect, reflects actual principal invested with BLMIS. *See In re Bernard L. Madoff Inv. Sec. LLC*, 654 F.3d 229, 233, 235 (2d Cir. 2011) (affirming calculation of net equity with reference to amounts deposited into a BLMIS account, less withdrawals).

Bernard L. Madoff Inv. Sec.), 773 F.3d 411, 418-19 (2d Cir. 2014).<sup>50</sup> Regardless of Sentry's ability to recover on such outstanding amounts as a result of BLMIS's bankruptcy filing, Sentry was owed at least \$1.1 billion and its customer claim in BLMIS's SIPA proceeding arose because of its customer accounts with BLMIS.<sup>51</sup> See In re Bernard L. Madoff Inv. Sec. LLC, 654 F.3d 229, 233, 235 (2d Cir. 2011) (affirming use of net investment method, "crediting the amount of cash deposited by the customer into his or her BLMIS account, less any amounts withdrawn from it"); cf. Kruse v. Sec. Inv'r Prot. Corp. (In re Bernard L. Madoff Inv. Sec. LLC), 708 F.3d 422 (2d Cir. 2013) (finding existence of a securities account with BLMIS important to determining whether investor was a "customer" for purposes of SIPA).

In addition, Sentry qualifies as a financial participant because the mark-to-market value of Sentry's purported investments under account documents with BLMIS (*i.e.*, value at which Sentry accounted for its securities transactions governed by the BLMIS account documents) exceeded \$6 billion on the Petition Date. See BLMIS Settlement L& Ex. B (noting filed customer claims by Sentry). It is of no moment for safe harbor purposes that those investments were largely fictitious as a result of the BLMIS fraud. The Second Circuit has held it appropriate to credit BLMIS's falsified account statements for the limited purpose of

The Second Circuit reasoned that the account documents originated and made possible the transfers at issue, including by governing the "broker-customer relationship," "authoriz[ing] BLMIS to trade in securities for the customer's account," and "specify[ing] the terms by which BLMIS . . . acquire[d] and dispose[d] of securities for the customer," and therefore were securities contracts, as defined in the Code. *Ida Fishman*, 773 F.3d at 418.

Sentry compromised its customer claim as part of the settlement agreement with BLMIS. BLMIS Settlement ¶ 13. However, that settlement was not executed or approved until the year after the Petition Date. Bench Mem. and Order Granting Trustee's Mot. to Approve Settlement, *Picard v. Fairfield Sentry Ltd.*, Adv. Pro. No. 09-1239 (SMB) (Bankr. S.D.N.Y. June 7, 2011) (Dkt. 92).

Sentry filed a customer claim for approximately \$6 billion in June 2009, BLMIS Settlement ¶ L & Ex. B, which is within 15 months of the Petition Date and is in itself sufficient to qualify Sentry as a financial participant, see 11 U.S.C. § 101(22A). It does not appear that Sentry further amended its customer claim until it reached a settlement with the Trustee in 2011. Therefore, even as of the Petition Date, Sentry had claimed an entitlement to more than \$6 billion under its securities contracts with BLMIS.

determining whether the safe harbor should apply, holding that payments from BLMIS were "settlement payments" or "in connection with' a securities contract" for application of the safe harbor even though BLMIS did not actually trade securities. *Ida Fishman*, 773 F.3d at 418-19, 420, 422 (citation omitted). This conclusion protects the reasonable expectations of investors that their stockbroker was executing trades on their behalf. *See id.* at 421. Likewise, crediting the accounted-for value of Sentry's securities would protect the reasonable expectations of Sentry's counterparties and advance Congress's purpose in enacting BAPCPA to provide certainty and finality by extending protection to financial participants like Sentry. This Court should accept the value of BLMIS's purported trades for the limited purpose of determining whether the safe harbor applies, as that value demonstrates that the mark-to-market value of Sentry's investments exceeded the \$100 million threshold required under Section 101(22A) as of the Petition Date.

Second, Sentry, and to a large degree Sigma, satisfied the quantitative thresholds in Section 101(22A) when they entered into securities contracts with each Defendant at the time of the notice of redemption. This Court already held that "[a] contract arose at the time that the Defendants served their notices of redemption" that "entitled [Defendants] to be paid the NAV

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The Second Circuit also noted that its conclusion was congruent with case law on SEC Rule 10b-5, which has penalized securities fraud when a broker accepts payment with no intention to deliver securities. *Ida Fishman*, 773 F.3d at 420 n.3.

To the extent that a debtor had committed pre-petition fraud, the remedy set by Congress is to permit the trustee to pursue two-year intentional fraudulent transfers irrespective of the safe harbor. In more than ten years of litigation, the Liquidators have never pursued a claim based on alleged intentional fraud by the Funds. *See* Merits Opinion, 596 B.R. at 310 n.50 ("[T]he BVI Avoidance Claims do not allege intentional fraudulent transfers.").

The Second Circuit in *Ida Fishman*, 773 F.3d at 423, rejected the Trustee's argument that its ultimate holding would be inconsistent with the net equity decision in *In re Bernard L. Madoff Investment Securities LLC*, 654 F.3d 229. *Ida Fishman* distinguished the net equity decision on the ground that the net equity decision harmonized the Securities Investor Protection Act of 1970 ("SIPA"). *Id.* at 423. This rationale did not apply to Section 546(e), which is instead part of the Code. Section 101(22A) is likewise part of the Code, not SIPA, and the Funds' liquidation is not a SIPA proceeding.

per share computed in accordance with Article 11(1) in exchange for their shares." Merits Opinion, 596 B.R. at 297. In each transaction, the Articles operate as a master agreement that provides both the right to redeem and the terms for each redemption requested through the notice. *See* 11 U.S.C. § 741(7)(A)(x) (defining "securities contract" to include "master agreement[s]" that provide for purchase or sale of securities or related "security agreement[s]").

Each of the redemptions at issue was allegedly paid between April 2004 and November 2008. Based on materials properly considered with this Consolidated Motion, Sentry's NAV exceeded \$100 million mark-to-market value at all times throughout that period and Sigma's exceeded \$100 million at least beginning December 31, 2005 and likely earlier. The NAV is an appropriate measure of the value of two separate, relevant securities contracts: (1) Sentry and Sigma's shareholders' aggregate redemption rights at any given time under the Articles, and (2) the market value of Sentry's investments with BLMIS pursuant to its account documents with BLMIS.<sup>56</sup> As set out in the Liquidators' pleadings, one of Sentry's private placement memoranda, *see* Decl. of Joseph M. Kay, dated March 16, 2020 ("Kay Decl."), Ex. D,<sup>57</sup> and Sentry's directors' reports and financial statements, *see* Kay Decl. Exs. E-H,<sup>58</sup> Sentry reported a

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The stated NAV is also a proxy for the value of the account documents with BLMIS at the time of subscription because Sentry "invested virtually all of [its] assets with BLMIS directly or indirectly, and the value of their assets derived from the value of their BLMIS investments." Merits Opinion, 596 B.R. at 282-83. The Second Circuit has held that the account documents are securities contracts. *Ida Fishman*, 773 F.3d at 418-19.

This Court can consider the Funds' private placement memoranda in connection with this motion to dismiss because they are "integral to" the Amended Complaints. See Cortec Indus., 949 F.2d at 47-48 (holding that "documents plaintiffs had either in [their] possession or had knowledge of and upon which they relied in bringing suit" were integral to the complaint on a Rule 12(b)(6) motion). Omitting specific reference to the private placement memoranda, see, e.g., TAC ¶ 37 (alleging that investments in the Funds were governed by the Funds' "offering materials and/or other relevant documents"), "does not make them any less integral," Yak v. Bank Brussels Lambert, 252 F.3d 127, 131 (2d Cir. 2001). The Liquidators also previously urged this Court to consider the Funds' private placement memoranda in briefing the First Motion to Dismiss. See Liquidators' Reply at 68 n.92.

This Court can consider Sentry's directors' reports and financial statements, as the Liquidators relied upon them in support of their petitions for Chapter 15 recognition. *See, e.g.*, Krys Decl. ¶ 13, *In re Fairfield Sentry Ltd.*, No. 10-13164 (SMB) (Bankr. S.D.N.Y. June 14, 2010) (Dkt. 3) (incorporating "reports of the directors of [Sentry] and financial statements of [Sentry]" in support of Chapter 15 petition). These proceedings form the basis for the

NAV exceeding \$100 million from July 1993 through October 2008, corresponding principally to the market value of Sentry's investments under its securities contracts with BLMIS.<sup>59</sup>

Sentry's private placement memoranda from October 2004 reflects that Sentry's NAV first exceeded \$100 million in July 1993 and continued to increase thereafter. *See* Kay Decl. Ex. D at 22-25 (reporting monthly NAV through December 2003). At the end of 2003, Sentry's NAV exceeded \$4.1 billion. *Id.* at 25. Sentry's directors' reports and financial statements reflect that Sentry's NAV steadily increased over the following years from about \$5.1 billion in FY 2004 to over \$7.2 billion in June 2008. Kay Decl. Ex. E at 7 (reporting NAV of approximately \$5.1 billion for FY 2004); Kay Decl. Ex. F at 7 (reporting NAV of approximately \$5 billion for FY 2005); Kay Decl. Ex. G at 7 (reporting NAV of approximately \$5.6 billion for FY 2006 and approximately \$7.1 billion for FY 2007); Kay Decl. Ex. H at 6 (reporting NAV of approximately \$7.3 billion as of June 30, 2008). The Liquidators pleaded that on October 31, 2008, Sentry's NAV exceeded \$6 billion. TAC ¶ 2.

Sigma's NAV was approximately 327.6 million euro on December 31, 2005; 475 million euro on December 31, 2006, and 742.7 million euro on December 31, 2007. *See* Kay Decl. Ex. I at 7. Plaintiffs pleaded that Sigma's NAV exceeded 723 million euro on October 31, 2008. Verified Chapter 15 Pet. ¶ 9, *In re Fairfield Sigma Ltd.*, No. 10-13167 (Bankr. S.D.N.Y. June 14, 2010) (Dkt. 2).

Finally, the Court should not adopt the reasoning of *In re Tribune Co. Fraudulent Conveyance Litig.*, No. 11MD2296 (DLC), 2019 WL 1771786, at \*9 (S.D.N.Y. Apr. 23, 2019),

instant adversary proceedings; such materials are therefore properly before the Court at this time. *See Cortec Indus.*, 949 F.2d at 47-48.

If the Court instead considered the date of subscription as the time that Defendants entered into the Articles, Sentry would still qualify as a financial participant. None of the Complaints contain allegations that Defendants entered into Subscription Agreements prior to July 1993, when Sentry's NAV exceeded \$100 million.

which suggested in *dicta* that debtors could never be financial participants. It is consistent with a plain reading of the statute and Congressional intent that Sentry and Sigma are financial participants. First, the text of Section 101(22A) does not exclude a debtor from the type of "entity" that can be a financial participant. See Luria v. Hicks (In re Taylor, Bean & Whitaker Mortgage Corp.), No. 3:11-ap-0674-JAF, 2017 WL 4736682, at \*6 (M.D. Fla. Mar. 14, 2017) ("[N]o express language in § 101(22A)(A) indicat[es] the definition includes only entities other than the debtor."). Second, reading in an exclusion would make it impossible to have transfers "by" a financial participant, even though Section 546(e) expressly contemplates protection for such transfers. The canon against superfluity prohibits that result. See Corley v. United States, 556 U.S. 303, 314 (2009). Third, reading the statute such that a debtor could never be a financial participant runs counter to Congress's purpose in creating protections against the insolvency of large off-shore hedge funds. See supra Section I.A. Fourth, it is further inconsistent with precedent that has routinely applied the safe harbor to shield transfers made "by" debtors that are Covered Entities. See Ida Fishman, 773 F.3d at 417 (holding that BLMIS is a stockbroker and that trustee cannot pursue certain transfers made by BLMIS).

Accordingly, Sentry is a financial participant because (1) the value of Sentry's accounts with BLMIS as of the Petition Date exceeded the \$1 billion actual or notional principal outstanding threshold and the \$100 million mark-to-market threshold and (2) Sentry's NAV exceeded the \$100 million mark-to-market threshold at all relevant times and across all counterparties pursuant to the securities contract that arose under the Articles at the time of redemption. Sigma also independently qualifies as a financial participant since at least December 31, 2005 because of the securities contracts arising under its Articles at the time of

redemption. For those reasons, claims for transfers by Sentry and the majority of transfers from Sigma should be dismissed.

C. Every Redemption Payment From Sigma and Lambda Was "for the Benefit of" a Covered Entity and Therefore Clawback of Transfers Made By Sigma and Lambda Is Barred

Section 546(e) bars the Liquidators' recovery of the Sigma and Lambda redemption payments for the additional reason that each payment was "for the benefit of" Sentry, 11 U.S.C. § 546(e), which is both a financial institution and a financial participant for the reasons explained in Sections I.A-I.B, *supra*. A transfer is "for the benefit of" another entity when there is "some intent-to-benefit" that entity. *Picard v. ABN Amro Bank (Ireland) Ltd. (In re Madoff Securities)*, 505 B.R. 135, 149-50 (S.D.N.Y. 2013). Transfers that directly benefit a Covered Entity are "for the benefit of" such entity. *See id.* (holding that transfers helping Covered Entities maintain perfect hedges on related swap transactions were "for the benefit of" such entities).

Sigma and Lambda were created and operated to benefit Sentry by expanding its investor base to foreign investors. *See* Verified Chapter 15 Pet. ¶ 9, *In re Fairfield Sigma Ltd.*, No. 10-13167 (Bankr. S.D.N.Y. June 14, 2010) (Dkt. 2) ("Sigma was a feeder fund to Sentry . . . established for foreign currency (Euro) investments in BLMIS (indirectly through Sentry) by non-U.S. persons."); Verified Chapter 15 Pet. ¶ 9, *In re Fairfield Lambda Ltd.*, No. 10-13168 (Bankr. S.D.N.Y. June 14, 2010) (Dkt. 2) (same for Lambda and Swiss francs). The Funds accomplished this by offering shares in foreign currency for investors that wanted to invest in Sentry without holding U.S. dollar-denominated assets (and accompanying currency risk). *See*, *e.g.*, TAC ¶ 2 (alleging that "Sigma and Lambda were indirect BLMIS feeder funds established for foreign currency investments . . . through purchases of shares of Sentry"). Every new investment in Sigma or Lambda was "for the benefit" of Sentry because it put more assets at Sentry's disposal and furthered the Funds' shared investment objective of "achiev[ing]

capital appreciation of assets through investments in BLMIS . . . through Sentry." *Id.* The redemptions at issue here are simply the other side of that coin—a necessary step in furtherance of Sigma and Lambda's purpose to ensure the continued flow of money into Sentry. Investors would not have placed money with Sentry, through Sigma and Lambda, unless there was a mechanism to redeem their investments. Accordingly, each redemption payment plainly manifests the requisite intent to benefit Sentry, which is itself a Covered Entity.

D. The Majority of Redemption Payments and Subsequent Transfers Therefrom Were Paid "To" or "for the Benefit" of Individual Defendants That Are Covered Entities and Therefore Clawback of Those Transfers Is Barred

In addition to the redemption payments "by" or "for the benefit of" a Fund that is a Covered Entity that qualify for protection under Section 546(e), the majority of redemption payments were also made "to" or "for the benefit of" a Defendant that also qualifies as a Covered Entity. 11 U.S.C. §§ 546(e), 546(g). Appendix E lists Defendants that, on the basis of judicially noticeable proof, qualify as commercial banks or trust companies within the meaning of 11 U.S.C. § 101(22) or stockbrokers within the meaning of 11 U.S.C. § 101(53A) pursuant to judicially noticeable proof. Appendix F lists Defendants that, on the same basis, qualify as financial participants within the meaning of 11 U.S.C. § 101(22A). All claims for transfers "to" or "for the benefit of" these Defendants are barred.<sup>60</sup>

As noted in Section I.A, *supra*, "commercial bank" and "trust company" are statutorily undefined terms afforded their ordinary meaning and interpreted broadly. *See In re Tribune*, 946 F.3d at 78 (concluding that entity qualifies as safe-harbored financial institution "because it is . . .

While legal arguments in support of this individual basis for the safe harbor's application are set forth herein, including specific examples of the various ways the safe harbor applies in these Actions when the Defendant is itself a Covered Entity, Defendants relying on these arguments will separately provide the Court with judicially noticeable proof. Defendants will endeavor to do so through a common offer of proof, where possible. Appendices E and F provide the means, should the Court choose, to identify and resolve representative cases.

a bank"). Stockbroker has also been interpreted in light of its ordinary meaning. *See*, *e.g.*, *Am*. *Home Mortg. Inv. Corp. v. Lehman Bros. Inc.* (*In re Am. Home Mortg. Holdings, Inc.*), 388 B.R. 69, 86-87 (Bankr. D. Del. 2008) (relying on regulatory filings to determine on a motion to dismiss that an entity was "in the business of effecting securities transactions" and therefore a stockbroker for purposes of the safe harbor); *Sec. Inv'r Prot. Corp. v. Bernard L. Madoff Inv. Sec. LLC*, 476 B.R. 715, 719 & n.5 (S.D.N.Y. 2012), *supplemented* (May 15, 2012), *aff'd sub nom. Picard v. Ida Fishman Revocable Trust*, 773 F.3d 411 (holding stockbroker was covered so long as it had any customer in any of its business divisions). Defendants qualify for the safe harbor defense by satisfying these definitions as follows.

First, to the extent that a Defendant alleged to be the initial recipient of a transfer is a Covered Entity, the safe harbor protects the redemption payment to that recipient and all downstream transfers from that recipient. See Sec. Inv'r Prot. Corp. v. Bernard L. Madoff Inv. Sec. LLC, 501 B.R. 26, 30, 35 (S.D.N.Y. 2013) (permitting subsequent transferee to raise safe harbor defense if applicable to allegedly avoidable initial transfer). For example, in the representative Third Amended Complaint, Plaintiffs allege that Sentry and Sigma paid redemptions to defendant HSBC Private Bank Suisse SA ("PBRS"), which may have been subsequently transferred to beneficial owner Defendants. TAC ¶ 42, 132, 143. Because PBRS was a bank at the time of the redemptions, see Decl. of Thomas J. Moloney ¶ 16-19 & Exs. 15-18, dated March 16, 2020 ("Moloney Decl."), the safe harbor protects both the redemption payments from the Funds "to" PBRS and subsequent transfers of those payments from PBRS to the beneficial shareholder Defendants. Claims against PBRS and against its beneficial shareholders should be dismissed.

Second, the safe harbor applies to any Defendant alleged to be the recipient of transfers made "for the benefit" of a Covered Entity and all subsequent transferees. The term "for the benefit" is interpreted broadly and literally. Picard v. Katz, 462 B.R. 447, 452 n.3 (S.D.N.Y. 2011), abrogated on other grounds by Sec. Inv. Prot. Corp. v. Bernard L. Madoff Inv. Sec. LLC, 513 B.R. 437 (S.D.N.Y. 2014). Namely, either the initial transferee or the debtor has some "intent to benefit" a Covered Entity. ABN AMRO, 505 B.R. at 149. As an example, the Liquidators allege that Defendant Somers Nominees (Far East) Limited ("Somers") retained redemption payments

for its own account and benefit or, alternatively, paid all or some portion of such payments to or for the account of persons or entities, including but not limited to HSBC Bank Bermuda Limited f/k/a The Bank of Bermuda Limited, for whom Somers may have subscribed for shares of the Funds in the capacity of trustee, agent, representative, nominee or custodian (individually, a "Beneficial Shareholder"[)].

Second Am. Compl. ¶ 14, Fairfield Sentry Ltd. v. Somers Nominees (Far East) Ltd., Adv. Pro. No. 12-1556 (SMB) (Bankr. S.D.N.Y. Jan. 10, 2020) (Dkt. 46). HSBC Bank Bermuda Limited ("HBBM") was a licensed bank in Bermuda at the time of all redemptions allegedly paid to Somers for HBBM's benefit, see Moloney Decl. ¶¶ 32-33 & Exs. 31-32; therefore, all claims for transfers allegedly sent to Somers for the benefit of HBBM, a Covered Entity, should be dismissed. Other Defendants are entitled to dismissal under the same framework because their corporate purposes were to hold securities for the benefit of Covered Entities.

As an additional example, Defendants should also be dismissed when transfers were allegedly made "for the benefit" of a Covered Entity, such as when a transfer was made to a "customer" of a financial institution.<sup>61</sup> *See In re Tribune*, 946 F.3d at 77-78. In the ABN

Appendices E and F do not list Defendants who qualify as covered financial institutions solely on the basis

Complaints, 62 the Liquidators alleged that each Defendant (together, the "ABN Defendants") was a Beneficial Owner of investments placed by "Citco Record Subscriber" entities through Brokerage and Custody Agreements ("B&C Agreements"). ABN I Compl. ¶ 9. Each of the ABN Defendants entered into B&C Agreements with Citco Bank "to enable that customer to invest in the Funds."63 See Liquidators' Reply at 54 n.66. The ABN Defendants each qualify as a financial institution because they are "customers" of a financial institution under *Tribune*: (1) Citco Bank is a bank, supra Section I.A; (2) Citco Bank, with which the ABN Defendants entered into B&C Agreements, was "agent[] of the [ABN] Defendants in connection therewith," ABN I Compl. ¶ 103; (3) ABN Defendants paid "fees" to Citco Bank "in 'consideration of the services" it provided, id. ¶¶ 105, 108, and the Liquidators have conceded that ABN Defendants were Citco Bank's customers, see Liquidators' Reply at 54 n.66; and (4) the relationship was in connection with a securities contract, supra Section I.A. Moreover, all claims for transfers to Defendants should be dismissed to the extent that they were for the benefit of "customers" of a financial institution listed in Appendix E. In those circumstances, the *Tribune* analysis remains largely the same as that covering the ABN Defendants. Here, the Liquidators allege in each complaint that Beneficial Owners invested in the Funds through certain Defendants and that those Defendants were the "agent[s]" of the Beneficial Owners, TAC ¶ 14; and Defendants "subscribed for shares of the Funds in the capacity of trustee, agent, representative, nominee[,] or custodian" on behalf of Beneficial Owners, id., which is an axiomatic "customer"

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that they are "customers" of a financial institution.

See Fourth Am. Compl., Fairfield Sentry Ltd. v. ABN Amro Schweiz AG, Adv. Pro. No. 10-3635 (SMB) (Bankr. S.D.N.Y. Jan. 9, 2020) (Dkt. 466) ("ABN I Compl."); Fourth Am. Compl., Fairfield Sentry Ltd. v. ABN Amro Schweiz AG, Adv. Pro. No. 10-3636 (SMB) (Bankr. S.D.N.Y. Jan. 9, 2020) (Dkt. 517) ("ABN II Compl." and, together with the ABN I Complaint, the "ABN Complaints"). Citation will be made to the ABN I Complaint on a representative basis for both ABN Complaints unless otherwise noted.

The investments themselves were placed through Citco Bank, Citco Bank Nederland N.V., and Citco Banking Corporation N.V., each of which the Liquidators allege to be "banks." ABN I Compl. ¶ 9.

relationship, *see In re Tribune*, 946 F.3d at 79-80. Accordingly, to the extent that a Defendant was a financial institution, each Beneficial Owner to whom that Defendant may have paid redemptions should be dismissed as their "customer" and a financial institution themselves.

Third, like Section 546(e), Section 546(g) bars the Liquidators' claims against all transfers by, to, or for the benefit of "a swap participant or financial participant, under or in connection with any swap agreement and that is made before the commencement of the case."

11 U.S.C. § 546(g). The district court applied this provision in dismissing claims against

Defendants Citigroup Global Markets Limited and ABN AMRO Bank N.V. in connection with the same payments the Liquidators seek to recover here. See ABN AMRO, 505 B.R. at 137, 148-49 ("[T]he relevant transfers [from Sentry] occurred 'in connection with' a swap agreement and were made 'for the benefit of' a 'financial participant.'" (quoting 11 U.S.C. § 546(g)).

In support of Appendices E and F, individual Defendants or groups of Defendants will submit affidavits or declarations offering judicially noticeable proof demonstrating those entities' Covered Entity status within these principles based on public records. *See*, *e.g.*, Moloney Decl. The Court should take judicial notice of these facts because they are "not subject to reasonable dispute" because they "can be accurately and readily determined from sources whose accuracy cannot reasonably be questioned," such as bank regulators and government agencies. Fed. R. Evid. 201(b)(2); *see*, *e.g.*, *Enron II*, 341 B.R. at 458 (noting that "the records of various public or quasi-public bodies establish[ed] that [entities]" were Covered Entities). Judicially noticeable regulatory or licensing documents routinely support determinations that an entity is a covered entity within the meaning of Section 546(e). *See*, *e.g.*, *In re Tribune*, 946 F.3d at 78 (relying on regulatory documents to conclude that entity is financial institution under safe harbor); *Enron II*, 341 B.R. at 458 (judicially noticing records of financial regulatory and self-regulatory

organizations in holding that entities covered by safe harbor); *see also Sec. Inv'r Prot. Corp.*, 476 B.R. at 719 (noting debtor "was registered as a stockbroker with the SEC" in concluding that it was covered by safe harbor). Moreover, courts may take judicial notice of the public documents of foreign regulators and agencies, *see, e.g., Enron Corp. v. Bear, Stearns Int'l Ltd.* (*In re Enron Corp.*), 323 B.R. 857, 869-70 (Bankr. S.D.N.Y. 2005) (judicially noticing entity's registration with the United Kingdom Financial Services Authority to conclude entity was covered by safe harbor), and of an entity's Articles of Association, *see, e.g., Mosley v. Wells Fargo Bank NA*, No. 17-CV-05064-JSC, 2017 WL 5478628, at \*2 (N.D. Cal. Nov. 15, 2017) (citing Fed. R. Evid. 201(b) standard).

Accordingly, all claims premised on transfers "to" or "for the benefit of" a Covered Entity—which entities are listed in Appendices E and F—should be dismissed.

# E. Sections 546(e) and 546(g) Bar the Knowing Receipt Claims Against Knowledge Defendants

In addition to the BVI Avoidance Claims asserted against all Defendants, the Liquidators seek to recover redemption payments from a large number of the same redeemers—the Knowledge Defendants—under a knowing receipt theory. Sections 546(e) and 546(g) bar those claims, just as they would bar those claims if brought in a U.S. plenary bankruptcy proceeding. *See* 11 U.S.C. § 561(d) (limiting avoidance powers "to the same extent" as in a Chapter 7 or 11 proceeding); *see also* Merits Opinion, 596 B.R. at 308 (quoting Section 561(d) for same limit).

In a U.S. plenary proceeding, Section 546(e) has been held to preclude not only constructive fraudulent conveyance and preference claims under the Bankruptcy Code, but also common law restitution and other non-bankruptcy claims when they seek to undo transactions protected by the safe harbor. *See, e.g., In re Tribune*, 946 F.3d at 90 (holding Section 546(e)

bars non-bankruptcy fraudulent transfer claims because "[u]nwinding settled securities transactions by claims such as appellants' would seriously undermine" the securities markets that the safe harbor was designed to protect); Contemporary Indus. Corp. v. Frost, 564 F.3d 981, 988 (8th Cir. 2009) (holding common law unjust enrichment and other claims barred because they sought "to recover the same payments . . . [that] are unavoidable under § 546(e)"), abrogated on other grounds by Merit Mgmt., 138 S. Ct. 883; U.S. Bank N.A. v. Verizon Commc'ns Inc., 892 F. Supp. 2d 805, 824-25 (N.D. Tex. 2012) (prohibiting recovery of cash payments under a state unlawful dividend statute when Section 546(e) barred recovery on constructive fraudulent transfer claims on the cash payments that were "in many ways similar"); Official Comm. of Unsecured Creditors of Hechinger Inv. Co. v. Fleet Retail Fin. Grp. (In re Hechinger Inc. Co.), 274 B.R. 71, 96 (D. Del. 2002) (applying safe harbors to claims that "seek[] the same remedy . . . [as a] fraudulent transfer claim—to avoid the transactions and recover payments"); AP Servs., LLP v. Silva, 483 B.R. 63, 71 (S.D.N.Y. 2012) (same). Section 546(g) is interpreted analogously in all material respects. ABN AMRO, 505 B.R. at 142-43.

Moreover, common law restitution claims premised on the knowing, wrongful receipt of proceeds "effectively act[] as a section 544 fraudulent conveyance claim;" therefore, Section 546(e) bars the use of such a claim to recover settlement or other payments in connection with a securities contract. *In re Hechinger*, 274 B.R. at 94, 96 (barring claim premised on "wrongful receipt of proceeds" with knowledge because it "effectively acts as an avoidance claim against the shareholders in a transaction that the court has already found is an unavoidable settlement payment"); *cf. In re Petters Co.*, 548 B.R. 551, 569 (Bankr. D. Minn. 2016) (holding unjust enrichment claim based on knowing receipt duplicative of a dismissed state law fraudulent conveyance claim).

Section 546(e) prevents the Liquidators from asserting knowing receipt claims that, as here, seek the same relief as avoidance claims barred for the reasons in Section I, *supra*. *See In re Hechinger*, 274 B.R. at 96. Both the avoidance and knowing receipt claims seek to recover transfers based on allegedly inflated redemption payments. *Compare* TAC ¶¶ 104-111 (premising knowing receipt claims on defined "Redemption Payments"), *with id.* ¶¶ 112-144 (same, for avoidance claims). The knowing receipt claims also seek the return of the redemption payments paid in Covered Transactions, like the avoidance claims. *Compare* TAC, Prayer for Relief ¶ A (seeking imposition of constructive trust in the amount of the redemption payments), *with id.* ¶¶ B-C (seeking judgment in the amount of the redemption payments). As a result, allowing the knowing receipt claims to proceed would permit circumvention of the safe harbor and conflict with its purpose of protecting settled securities transactions by permitting the protected transactions to be unwound under a different theory.

It is irrelevant that the Liquidators' claims for knowing receipt sound in unjust enrichment, rather than U.S. or BVI bankruptcy law. TAC ¶ 108. The Liquidators may not use artful pleading to pursue barred avoidance claims under the cloak of another claim. *See, e.g.*, *Contemporary Indus. Corp.*, 564 F.3d at 988 (barring duplicative unjust enrichment claim). That the unjust enrichment claims reach back *even further* than the barred avoidance claims only magnifies the risk of letting those claims move forward and run roughshod over the statutory safe harbors. *See In re Hechinger*, 274 B.R. at 96 (holding that recovery on non-bankruptcy claims "would implicate the same concerns regarding the unraveling of settled securities transactions . . . , which is precisely the result that section 546(e) precludes"). Thus, this Court should dismiss all claims as barred by Section 546(e).

## II. The Liquidators Have Not Properly Served the Hague Defendants

The Liquidators' claims against the Hague Defendants must also be dismissed for insufficient service of process. *See* Fed. R. Civ. P. 12(b)(5). Unless the plaintiff establishes "a basis for the defendant's amenability to service of summons," a federal court may not "exercise personal jurisdiction over a defendant" and the action must be dismissed. *Omni Capital Int'l*, *Ltd. v. Rudolf Wolff & Co.*, 484 U.S. 97, 104 (1987). "Absent consent, this means there must be authorization for service of summons on the defendant." *Id.* Moreover, an applicable statute or rule must supply the required authorization, because federal courts cannot "create a common-law rule authorizing service of process." *Id.* at 107-08, 111 (affirming dismissal where no applicable statute or rule authorized service); *see also Dynegy Midstream Servs.*, *LP v. Trammochem*, 451 F.3d 89, 94-96 (2d Cir. 2006) (holding error to exercise personal jurisdiction where relevant statute did not authorize service). To proceed, the Liquidators must carry their burden of proving proper and adequate service. *See Dickerson v. Napolitano*, 604 F.3d 732, 752-53 (2d Cir. 2010); *Zherka v. Ryan*, 52 F. Supp. 3d 571, 576 (S.D.N.Y. 2014). They cannot do so.

The Liquidators have purported to serve most if not all of the Hague Defendants by international mail.<sup>65</sup> In *Water Splash, Inc. v. Menon*, 137 S. Ct. 1504 (2017), the Supreme Court held that the Hague Service Convention does not itself authorize postal service—and that where the Convention applies, service is permissible only if (1) the receiving country has not objected

The Liquidators previously argued that certain non-U.S. Defendants consented to postal service by executing Subscription Agreements, but the Jurisdiction Opinion forecloses that argument. In rejecting the Liquidators' parallel argument that the same contractual provision evidenced non-U.S. Defendants' consent to New York jurisdiction, this Court held the Subscription Agreements irrelevant to the Liquidators' claims. Jurisdiction Opinion, 2018 WL 3756343, at \*10-12. That holding is fatal to any renewed attempt to rely on the identical provision to support a "consent to service" argument.

The Liquidators have filed hundreds of affidavits stating that an employee of Brown Rudnick LLP caused copies of the summonses and complaints to be served on Hague Defendants "by enclosing same in a postage prepaid envelope to be delivered via International Registered Mail," addressed to a defendant abroad. *E.g.*, Aff. of Service, *Fairfield Sentry Ltd. v. HSBC Private Bank (Suisse) SA*, Adv. Pro. No. 10-03633 (SMB) (Bankr. S.D.N.Y. Oct. 19, 2010) (Dkt. 15) ("PBRS Service Aff.").

to service by mail and (2) "service by mail is authorized under otherwise-applicable law." *Id.* at 1513. As to Hague Defendants purportedly served in Switzerland, South Korea, Kuwait, and Monaco, the Liquidators' attempted postal service is ineffective because the "receiving state[s]," in adopting the Hague Service Convention, expressly "objected to service by mail." *Id.* As to all Hague Defendants, the Liquidators' attempted service is ineffective because "otherwise-applicable law," *id.*—in this case, Fed. R. Civ. P. 4(f)—does not authorize service outside the United States by direct mail. The Liquidators have never even attempted proper service on the Hague Defendants in the decade since commencing these Actions, although they have long been on notice of the deficiency of postal service. Accordingly, their claims should now be dismissed.

# A. The Liquidators Were Required but Failed to Serve Hague Defendants in Compliance with the Hague Service Convention

Service upon a foreign corporation may be made "in any manner prescribed by Rule 4(f) for serving an individual, except personal delivery." Fed. R. Civ. P. 4(h)(2). Rule 4(f)(1) authorizes service "by any internationally agreed upon means . . . such as those authorized by the Hague [Service] Convention." Where it applies, "compliance with the [Hague Service] Convention is mandatory." *Volkswagenwerk AG v. Schlunk*, 486 U.S. 694, 705 (1988); *accord Morgenthau v. Avion Res. Ltd.*, 11 N.Y.3d 383, 390 (2008). Article 10(a) of the Hague Service Convention states that, "[p]rovided the State of destination does not object, the present Convention shall not interfere with . . . the freedom to send judicial documents, by postal channels, directly to persons abroad." Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters art. 10, Nov. 15, 1965, 20 U.S.T. 361, 658 U.N.T.S. 163. As the Supreme Court has explained, "this does not mean that the Convention affirmatively *authorizes* service by mail." *Water Splash*, 137 S. Ct. at 1513 (emphasis in original). Rather, as noted above, "in cases governed by the Hague Service

Convention, service by mail is permissible if two conditions are met: first, the receiving state has not objected to service by mail; and second, service by mail is authorized under otherwise-applicable law." *Id.* The first condition is not satisfied as to a total of approximately 90 Hague Defendants in four countries, and the second is not satisfied as to *any* Hague Defendant.<sup>66</sup>

### B. The Liquidators' Attempts to Serve Hague Defendants in Objecting States Fail

Because Switzerland, South Korea, Kuwait, and Monaco have objected to postal service, the Liquidators cannot satisfy the first *Water Splash* requirement as to any Hague Defendant served by mail in those jurisdictions. Purported postal service on those Defendants is a nullity.

In adopting the Hague Service Convention in 1994, Switzerland—as authorized by Article 21(2)(a) of that treaty—stated its express and unqualified objection to postal service: "Switzerland declares that it is opposed to the use in its territory of the methods of transmission provided for in Articles 8 and 10."<sup>67</sup> Hague Conference on Private International Law, Declaration/Reservation/Notification, https://www.hcch.net/en/instruments/conventions/status-table/notifications/?csid=424&disp=resdn (last visited March 15, 2020) ("Swiss Declaration"); Decl. of Prof. Nicolas Jeandin ¶ 8, 13, dated March 16, 2020 ("Jeandin Decl."). South Korea, Kuwait, and Monaco made nearly identical declarations in 2000, 2002, and 2007, respectively.<sup>68</sup>

Appendix G lists the approximately 80 Swiss, 6 Korean, 2 Kuwaiti, and 2 Monegasque Hague Defendants purportedly served in states with objections to the Hague Service Convention. It further lists all other Hague Defendants by country. Four of those other countries—Andorra, Austria, Brazil, and Colombia—became Hague Service Convention contracting states after the purported service here. Hague Conference on Private Int'l Law, *Status Table*, https://www.hcch.net/en/instruments/conventions/status-table/?cid=17 (last visited March 15, 2020).

Article 8 of the Hague Service Convention provides for service, unless objected to, through diplomatic or consular channels. *See* Jeandin Decl. ¶ 13 & n.13; *see*, *e.g.*, *In re Mid-Atlantic Petroleum Corp.*, 233 B.R. 644, 661 (Bankr. S.D.N.Y. 1999). The Liquidators have not resorted to such channels.

See Hague Conference on Private International Law, Declaration/Reservation/Notification, https://www.hcch.net/en/instruments/conventions/status-table/notifications/?csid=408&disp=resdn (last visited March 16, 2020) (Republic of Korea); Hague Conference on Private International Law, Declaration/Notification, https://www.hcch.net/en/instruments/conventions/status-table/notifications/?csid=434&disp=resdn (last visited March 16, 2020) (Kuwait); Hague Conference on Private International Law, Declaration/Reservation/Notification, https://www.hcch.net/en/instruments/conventions/status-table/notifications/?csid=991&disp=resdn (last visited March 16, 2020) (Monaco).

Such objections are accepted as binding by that treaty's signatories. Jeandin Decl. ¶ 13. For example, the Swiss Federal Supreme Court has held that direct postal service of a foreign summons on a defendant in Switzerland constitutes an irreparable breach of Switzerland's reservation to Article 10(a). *See id.* ¶ 15. The United States Department of State has therefore cautioned that litigants "should refrain" from service by mail where the receiving foreign state has objected to such service, precisely because such "formal objections to service . . . are honored as a treaty obligation." The Liquidators, however, have proceeded in disregard of these objections and the State Department's warning.

Because treaty obligations have the same constitutional status as federal statutes, *see* U.S. Const. art. VI, cl. 2; *Cheung v. United States*, 213 F.3d 82, 94 (2d Cir. 2000), objections to service have *binding* authority. For example, in *Picard v. Cohmad (In re Bernard L. Madoff Investment Securities LLC)*, Judge Lifland held that because of Switzerland's objection to Article 10(a), "prohibiting [postal] transmission of judicial documents directly to persons abroad," "direct mail is not an 'internationally agreed means' permitted by Rule 4(f) and the Convention, [and] the Trustee's attempted service of process was insufficient." 418 B.R. 75, 82-83 (Bankr. S.D.N.Y. 2009); *see also Ramsaran v. Abraham*, No. 15-CV-10182 (JPO), 2017 WL 1194482, at \*10 (S.D.N.Y. Mar. 30, 2017) (dismissing claims against Indian entity that had been served by mail because service in disregard of India's Article 10(a) reservation was "defective"); *Advanced Aerofoil Techs.*, *AG v. Todaro*, No. 11 Civ. 9505 (ALC)(DCF), 2012 WL 299959, at \*2-3 (S.D.N.Y. Jan. 31, 2012) (denying motion for alternative service under Fed. R. Civ. P. 4(f)(3) on this basis as to Swiss and German defendants).<sup>70</sup>

U.S. Dep't of State, Service of Process, https://travel.state.gov/content/travel/en/legal/travel-legal-considerations/internl-judicial-asst/Service-of-Process.html (last visited March 15, 2020).

New York state courts also accord binding force to foreign countries' objections to postal service under Article 10(a). See, e.g., Mut. Benefits Offshore Fund v. Zeltser, 140 A.D.3d 444, 446-47 (1st Dep't 2016)

Switzerland, South Korea, Kuwait and Monaco's express objections to postal service under Article 10(a) reflect an important attribute of their public policies—that the service of judicial documents on their territory is part and parcel of state sovereignty. *See, e.g.*, Jeandin Decl. ¶¶ 10, 14. To that end, any attempt by a foreign private party or its attorney to serve judicial documents by mail on a defendant in Switzerland is punishable under the Swiss Criminal Code, subject to imprisonment and a fine up to the equivalent of over \$550,000. *See id.* ¶¶ 8, 19.b.

Under *Water Splash*, the clear objections to postal service by Switzerland, South Korea, Kuwait, and Monaco are fatal to the Liquidators' attempted service on Hague Defendants in those nations. The Liquidators have long been aware of the inefficacy of postal service in the face of an Article 10(a) objection. Even before the Liquidators commenced mailing summonses in these actions, Judge Lifland's 2009 ruling in *Cohmad* put them on notice that "attempted service of process" by mail in Switzerland (and necessarily in all objecting countries) "was insufficient." 418 B.R. at 83. These Actions, Defendants expressly pointed out the ineffectiveness of such postal service in 2012 and 2017, in each case accompanied by a

<sup>(</sup>explaining that because of Switzerland's objection, "the only way to serve [Swiss] parties is through" the Swiss central authority).

As to Swiss Defendants, the attempted service is ineffective for a second, independent reason: the Liquidators failed to comply with Switzerland's declaration under Article 5 of the Hague Convention, requiring the translation of papers based on part of the country in which they are to be served. *See* Swiss Declaration. The Liquidators served the summons and complaints in English only. *See*, *e.g.*, PBRS Service Aff., *supra* note 65 (attesting to service of as-filed English language Summons and Amended Complaint). This is plainly improper. *See Icon DE Holdings LLC v. Eastside Distributors*, No. 14 CIV. 2832 (PAE), 2015 WL 4557278, at \*2 (S.D.N.Y. July 28, 2015) (declining to reconsider ruling that plaintiffs failed to properly effect service when they failed to translate into French, as required by Quebec's Declaration under Hague Service Convention).

Judge Lifland declined to dismiss the Trustee's complaint, which had been filed barely four months before the Court's decision, in order to give the Trustee "a reasonable time" to effect service via the Hague Service Convention—which the Trustee had already commenced doing while the motion to dismiss was being briefed. *Cohmad*, 418 B.R. at 84. By contrast, the Liquidators have *never* even tried to effect service properly as to any Hague Defendant, although they commenced filing these actions as early as 2010.

declaration of an expert in Swiss civil procedure.<sup>73</sup> Yet the Liquidators have persisted in attempting service by mail.

C. The Liquidators' Attempts to Serve Hague Defendants by Mail Were Not Authorized by Otherwise Applicable Domestic Law and Are Therefore Ineffective

Even if the Liquidators could satisfy the first *Water Splash* requirement for service by mail as to any Hague Defendant (*i.e.*, including Hague Defendants purportedly served in states without Article 10(a) objections to postal service), they still could not meet their burden of satisfying the second *Water Splash* requirement<sup>74</sup>—that service by international mail is "authorized under otherwise-applicable law." 137 S. Ct. at 1513 (citing with approval *Brockmeyer v. May,* 383 F.3d 798, 803-04 (9th Cir. 2004)). "For service by international mail to be effective in federal court, it must also be affirmatively authorized by some provision in federal law," as determined by "the law of the forum in which the suit is filed." *Brockmeyer*, 383 F.3d at 800, 804. The Liquidators cannot meet their burden to show that Rule 4(f) authorizes international mail service.

Rule 4(f)(1) allows for service by "any internationally agreed means of service . . . such as those authorized by the Hague Convention." But *Water Splash* expressly confirms that the Hague Convention does *not* "affirmatively authorize[]" service by mail; rather, it merely *permits* such service if other conditions are met. 137 S. Ct. at 1513; *see also In re Coudert Bros. LLP*,

E.g., Defs.' Obj. Pls.' Mot. at 25-26 (Dkt. 640); Keeley Decl. Ex. 9 (Dkt. 645-1); First Motion to Dismiss at 70-75; Decl. of Prof. Nicolas Jeandin, dated January 11, 2017 (Dkt. 991).

The *Water Splash* action itself was ultimately dismissed for failure to comply with the second requirement. On remand from the U.S. Supreme Court, the Texas appellate court held that service was ineffective because it was not "authorized under otherwise-applicable law," as the person purportedly making service—an employee of plaintiff's counsel—was not authorized to do so under state law. *Menon v. Water Splash, Inc.*, No. 14-14-00012-CV, 2018 WL 344040, at \*5 (Tex. App. 14th Dist. Jan. 9, 2018).

No. 16-CV-8237 (KMK), 2017 WL 1944162, at \*8 (S.D.N.Y. May 10, 2017) (holding that service by mail via the Hague Convention is not an "internationally agreed means of service").

Rule 4(f)(2) authorizes service by mail absent a court order only in two circumstances: (i) when service is made "as prescribed by the foreign country's law for service in that country," Fed. R. Civ. P. 4(f)(2)(A); or (ii) when service is sent by the clerk of court, Fed. R. Civ. P. 4(f)(2)(C)(ii). The Liquidators cannot rely on either relevant subsection of the rule. Rule 4(f)(2)(A) is unavailing to the Liquidators because they have never even argued that service by international registered mail is "prescribed by" the law of any relevant jurisdiction. See Zanghi v. Ritella, No. 19 Civ. 5830 (NRB), 2020 WL 589409, at \*4 (S.D.N.Y. Feb. 5, 2020) (finding improper service by mail where plaintiffs failed to establish that such service complied with Italian law). As to Rule 4(f)(2)(C), the Liquidators have never attempted to serve through the clerk of court, as that provision requires. Instead, an employee of their counsel's law firm mailed process by "enclosing [summonses and complaints] in a postage pre-paid envelope to be delivered via International Registered Mail."<sup>75</sup> That plainly fails to satisfy Rule 4(f)(2)(C)(ii). See Coudert, 2017 WL 1944162, at \*12-13 (holding service improper where plaintiff failed to comply with Rule 4(f)(2)). In sum, Rule 4(f) does not authorize international mail service upon Hague Defendants, and such purported service is ineffective. <sup>76</sup>

#### D. The Actions Should Be Dismissed for Failure to Effect Service

Despite being alerted over ten years ago to their failure to properly serve Hague

Defendants in the face of foreign states' objections to postal service, *see supra* note 72 and accompanying text, the Liquidators never attempted to effect service properly on the Hague

PBRS Service Aff., *supra* note 65.

Rules 4(f)(2)(B) and 4(f)(3) are also inapplicable. The Liquidators do not purport to have served Defendants through the use of letters of request, Fed. R. Civ. P. 4(f)(2)(B), nor have they moved this court to order alternative service not prohibited by international agreement under Fed. R. Civ. P. 4(f)(3).

Defendants. This prolonged failure is inexcusable and warrants dismissal. *See Cassano v. Altshuler*, 186 F. Supp. 3d 318, 323 (S.D.N.Y. 2016) (dismissing *pro se* plaintiffs' claims under Rule 12(b)(5) because they were "on notice for a substantial period of time that their method of service could be defective").

In addition to lacking any justification for attempting to serve Hague Defendants by mail in the face of foreign states' express objections, the Liquidators have no excuse for failing to properly serve even Hague Defendants located in countries that have *not* objected to postal service. The Liquidators have long been on notice that neither Rule 4 nor any other domestic law or rule authorizes their counsel to directly mail process to any Hague Defendant.<sup>77</sup>

Accordingly, the Liquidators lack any good cause for failing to effect service in these nearly decade-old cases, and their claims against all Hague Defendants should be dismissed. Ree, e.g., Dickerson, 604 F.3d at 753 (affirming dismissal where "the plaintiffs made neither a reasonable effort to effect service nor filed a motion for an extension of time to do so"); Zherka, 52 F. Supp. 3d at 577-78 (dismissing for lack of personal jurisdiction for failure to serve 277 days after filing, where plaintiff neither requested additional time, "much less argued . . . good cause"); Nat'l Union Fire Ins. Co. of Pittsburgh v. Sun, No. 93 CIV. 7170 (LAP), 1994 WL 463009, at \*4 (S.D.N.Y. Aug. 25, 1994) (noting that affording leniency "to litigants who have failed to make even the most basic efforts would turn Rule 4(m) into a toothless tiger.").

For example, *Brockmeyer* was decided in 2004. Rule 4(f) has not been amended since its adoption in 1993.

If the Liquidators once considered themselves free to serve by mail, without authorization in statute or rule, on a "consent" theory premised on Subscription Agreements that some (but not all) Hague Defendants signed, reliance on that mistaken belief was assuredly unreasonable after the Jurisdiction Opinion. *See supra* note 64. Yet at no time in the 19 months since then have they even attempted to properly serve *any* Hague Defendant.

#### **CONCLUSION**

For the foregoing reasons, Defendants respectfully request that this Court dismiss the Amended Complaints and grant such other relief that the Court deems just and proper.

Dated: March 16, 2020 New York, New York Respectfully submitted,

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# Appendix A Defendants<sup>1</sup>

	Case No.	Case Name	Defendant Name
1.	Adv. Pro. 10-03502	Fairfield Sentry Ltd. (In Liquidation), et al. v. RBC Dominion Securities Sub A/C, et al.	RBC Dominion Securities
2.	Adv. Pro. 10-03503	Fairfield Sigma Limited (In Liquidation), et al. v. Tercas-Cassa Di Risparmio Della Provincia Di Teramo S.P.A., , et al.	Banca Popolare di Bari S.C.p.A in Amministrazione Straordinaria, as successor-in-interest to Tercas-Cassa Di Risparmio Della Provincia di Teramo S.P.A.
3.	Adv. Pro. 10-03504	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS ABN AMRO Global Custody, et al.	ABN AMRO Global Custody N.V. (sued as FS ABN AMRO Global Custody)
4.	Adv. Pro. 10-03505	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Privee Edmond De Rothschild (Europe), et al.	American Express Bank, n/k/a Standard Chartered International (USA) Ltd.
5.	Adv. Pro. 10-03505	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Privee Edmond De Rothschild (Europe), et al.	Banque Privee Edmond de Rothschild (Europe)
6.	Adv. Pro. 10-03507	Fairfield Sentry Ltd. (In Liquidation), et al. v. Meritz Fire & Marine Insurance Company Ltd., et al.	Meritz Fire & Marine Insurance Company Ltd.
7.	Adv. Pro. 10-03508	Fairfield Sentry Ltd. (In Liquidation), et al. v. Schroder & Co. (Asia) Ltd., et al.	Perenco SA
8.	Adv. Pro. 10-03508	Fairfield Sentry Ltd. (In Liquidation), et al. v. Schroder & Co. (Asia) Ltd., et al.	Schroder & Co. (Asia) Ltd.

The names of defendants included in this Appendix, as well as in Appendices B through H, reflect parties named as defendants by the Liquidators in the relevant Complaints (or to the extent there has been an update to the docket in a particular Action changing the name of a defendant, the updated defendant name) (the "As-Named Defendants"). The inclusion of the As-Named Defendants in this Appendix or any other Appendix is not and shall not be construed as an acknowledgement that any such As-Named Defendants are cognizable legal entities or as a waiver of any substantive or procedural rights and remedies by any such As-Named Defendants, all of which are hereby expressly reserved.

	Case No.	Case Name	Defendant Name
9.	Adv. Pro. 10-03509	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Santander (Suisse) S.A., et al.	Banco Santander International SA (f/k/a Banco Santander (Suisse) S.A.)
10.	Adv. Pro. 10-03510	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Hapoalim (Suisse) Ltd., et al.	Hapoalim (Switzerland), Ltd.
11.	Adv. Pro. 10-03512	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS Mizrahi Tefahot Bank Ltd., et al.	Mizrahi Tefahot Bank Limited
12.	Adv. Pro. 10-03513	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Syz & Co. S.A., et al.	Banque SYZ SA (f/k/a Banque Syz & Co. SA)
13.	Adv. Pro. 10-03514	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Piguet & Cie S.A., et al.	Banque Piguet & Cie SA
14.	Adv. Pro. 10-03515	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Bilbao Vizcaya Argentaria (Portugal) S.A., et al.	Banco Bilbao Vizcaya Argentaria (Portugal) S.A.
15.	Adv. Pro. 10-03515	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Bilbao Vizcaya Argentaria (Portugal) S.A., et al.	Banco Bilbao Vizcaya Argentaria S.A.
16.	Adv. Pro. 10-03515	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Bilbao Vizcaya Argentaria (Portugal) S.A., et al.	BBVA Fundas Privanza
17.	Adv. Pro. 10-03515	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Bilbao Vizcaya Argentaria (Portugal) S.A., et al.	BBVA Grand Cayman
18.	Adv. Pro. 10-03515	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Bilbao Vizcaya Argentaria (Portugal) S.A., et al.	BBVA Miami
19.	Adv. Pro. 10-03516	Fairfield Sentry Ltd. (In Liquidation), et al. v. Merrill Lynch, Pierce, Fenner & Smith, Inc., et al.	Merrill Lynch, Pierce, Fenner & Smith, Inc.
20.	Adv. Pro. 10-03519	Fairfield Sentry Ltd. (In Liquidation), et al. v. Neue Bank AG, et al.	Neue Bank AG
21.	Adv. Pro. 10-03521	Fairfield Sentry Ltd. (In Liquidation), et al. v. Lombardy Properties Limited, et al.	Lombardy Properties Limited
22.	Adv. Pro. 10-03525	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fund Nominees Limited, et al.	Collins Stewart (CI) Limited
23.	Adv. Pro. 10-03525	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fund Nominees Limited, et al.	Fund Nominees Limited

	Case No.	Case Name	Defendant Name
24.	Adv. Pro. 10-03595	Fairfield Sentry Ltd. (In Liquidation), et al. v. SG Private Banking (Suisse) SA, et al.	FIF Advanced Ltd.
25.	Adv. Pro. 10-03595	Fairfield Sentry Ltd. (In Liquidation), et al. v. SG Private Banking (Suisse) SA, et al.	SG Private Banking (Suisse) SA
26.	Adv. Pro. 10-03615	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank of America National Trust and Savings Association, et al.	Bank of America National Trust and Savings Association
27.	Adv. Pro. 10-03616	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque de Luxembourg, et al.	Banque de Luxembourg
28.	Adv. Pro. 10-03618	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/BBVA Miami, et al.	BBVA Miami
29.	Adv. Pro. 10-03619	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Institutional Trust Services (Asia) Limited, et al.	HSBC Institutional Trust Services (Asia) Limited.
30.	Adv. Pro. 10-03620	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse International, et al.	Credit Suisse International
31.	Adv. Pro. 10-03621	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS Oddo & Cie, et al.	OAM
32.	Adv. Pro. 10-03621	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS Oddo & Cie, et al.	Oddo & Cie
33.	Adv. Pro. 10-03622	Fairfield Sentry Ltd. (In Liquidation), et al. v. Citibank NA London, et al.	Citibank NA London
34.	Adv. Pro. 10-03624	Fairfield Sentry Ltd. (In Liquidation), et al. v. Caceis Bank Luxembourg, et al.	Caceis Bank Luxembourg
35.	Adv. Pro. 10-03624	Fairfield Sentry Ltd. (In Liquidation), et al. v. Caceis Bank Luxembourg, et al.	Natixis S.A. or its predecessors in interest as the owner/operator of certain accounts named as defendants
36.	Adv. Pro. 10-03625	Fairfield Sentry Ltd. (In Liquidation), et al. v. EFG Bank, et al.	EFG Bank a/k/a EFG Bank AG and/or EFG Bank SA
37.	Adv. Pro. 10-03627	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Securities Services Luxembourg, et al.	Altigefi-Altipro Master a/k/a Olympia Capital Management

	Case No.	Case Name	<b>Defendant Name</b>
38.	Adv. Pro. 10-03627	Fairfield Sentry Ltd. v. BNP Paribas Securities Services Luxembourg, et al.	BNP Securities Services Luxembourg S.A.
39.	Adv. Pro. 10-03627	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Securities Services Luxembourg, et al.	Milan Clessidra a/k/a Clessidra SGR SpA
40.	Adv. Pro. 10-03627	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Securities Services Luxembourg, et al.	Rothschild & Cie Banque- EGA
41.	Adv. Pro. 10-03628	Fairfield Sentry Ltd. (In Liquidation), et al. v. Robinson & Co., et al.	Murdoch & Co.
42.	Adv. Pro. 10-03628	Fairfield Sentry Ltd. (In Liquidation), et al. v. Robinson & Co., et al.	Robinson &. Co.
43.	Adv. Pro. 10-03629	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/HSBC Private Banking Nom, et al.	HSBC Private Banking Nom a/k/a HSBC Private Banking Nominee 1 (Jersey) Ltd. n/k/a Republic Nominees Limited
44.	Adv. Pro. 10-03630	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Securities Services (Luxembourg) SA, et al.	HSBC Securities Services (Luxembourg), SA
45.	Adv. Pro. 10-03630	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Securities Services (Luxembourg) SA, et al.	Private-Space Ltd.
46.	Adv. Pro. 10-03631	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Private Bank (Guernsey) Ltd., et al.	HSBC Private Bank (C.I.) Limited
47.	Adv. Pro. 10-03631	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Private Bank (Guernsey) Ltd., et al.	HSBC Private Bank (Guernsey) Ltd. a/k/a HSBC Republic Bank (Guernsey) Ltd. n/k/a HSBC Private Bank (C.I.) Limited
48.	Adv. Pro. 10-03631	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Private Bank (Guernsey) Ltd., et al.	Republic Nominees Limited
49.	Adv. Pro. 10-03632	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/Andbanc Andorra, et al.	ANDBanc Andorra a/k/a Andorra Banc Agricol Reig, S.A.
50.	Adv. Pro. 10-03633	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Private Bank Suisse SA, et al.	HSBC Private Bank Suisse SA

	Case No.	Case Name	Defendant Name
51.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Banco Itau Europa Luxembourg
52.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Bank Morgan Stanley AG
53.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Citibank (Switzerland) AG
54.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Citivic Nominees Limited
55.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Compagnie Bancaire Espirito Santo SA aka Banque Privee Espirito Santo SA
56.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	EFG Private Bank S.A. (n/k/a EFG Bank)
57.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	HSBC Bank USA
58.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Merrill Lynch Bank
59.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Morgan Stanley & Co. International PLC
60.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Safra National Bank of New York
61.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	ZCM Asset Holding Co. Bermuda
62.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	ZCM Matched Funding Corp.
63.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Zurich Capital Markets Company
64.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	"HSBC" <sup>2</sup>

The party sued here as "HSBC" is a nonexistent entity, and there is no concession to the contrary by submitting this filing.

	Case No.	Case Name	Defendant Name
65.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Allianzbank SPA/Unifortune Conservative Side Pocket
66.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banca Arner S.A.
67.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banca Unione di Credito
68.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Bank J. Safra Sarasin AG, f/k/a Bank Sarasin & Cie
69.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Bank Julius Baer & Co. Ltd.
70.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Cantonale Vaudoise
71.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Internationale à Luxembourg SA f/k/a Dexia Banque Internationale à Luxembourg SA
72.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Pictet & Cie SA
73.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BBVA (Suisse) SA
74.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BCV AMC Defensive Alt Fund
75.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA
76.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA Ex Fortis (n/k/a BNP Paribas (Suisse) SA)
77.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA Private (n/k/a BNP Paribas (Suisse) SA)
78.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BSI AG

	Case No.	Case Name	Defendant Name
	Case 110.	Case Ivaine	Defendant Name
79.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BSI Ex Banca Del Gottardo
80.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Caceis Bank Luxembourg
81.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Centrum Bank AG (AMS)
82.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Clariden Leu Ltd.
83.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Compagnie Bancaire Helvetique
84.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Corner Banca SA
85.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Coutts & Co. AG (f/k/a RBS Coutts Bank, Ltd.)
86.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Credit Suisse AG Zurich
87.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Dresdner Bank Schweiz n/k/a LGT Bank (Switzerland) Ltd.
88.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Edmond de Rothschild (Suisse) SA (sued as Sella Bank AG)
89.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	EFG Bank S.A. Switzerland (n/k/a EFG Bank)
90.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	EFG Eurofinanciere D'Invest MCL (n/k/a EFG Bank (Monaco))
91.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Fairfield Investment Fund Ltd.
92.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Fairfield Investment GCI
93.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Falcon Private Bank

	Case No.	Case Name	Defendant Name
94.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	FIF Advanced Ltd.
95.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Finter Bank Zurich
96.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Hapoalim (Switzerland), Ltd.
97.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Harmony Capital Fund Ltd.
98.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	IHAG Handelsbank AG
99.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	InCore Bank AG
100.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	LGT Bank in Liechtenstein AG n/k/a LGT Bank AG
101.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Liechtensteinische Landesbank AG (sued as Liechtensteinische LB Reinvest AMS)
102.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Lloyds TSB Bank Geneva (now known as Lloyds TSB Bank, plc)
103.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Lombard Odier Darier Hentsch & Cie
104.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/NBK Kuwait	National Bank of Kuwait S.A.K.
105.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/NBK Kuwait	NBK Banque (Suisse) S.A.
106.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	PKB Privatbank AG
107.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	RBC Investor Services Bank S.A.

	Case No.	Case Name	Defendant Name
108.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Bank AG Zurich (Dublin) a/k/a Rothschild Bank AG
109.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Bank Geneva (Dublin) (as incorrectly named in complaint; should be Edmond de Rothschild (Suisse) SA)
110.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Lugano Dublin a/k/a Banca Privata Edmond de Rothschild Lugano SA
111.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	SIS Seeganintersettle
112.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	SIX SIS Ltd.
113.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Societe Generale Bank & Trust
114.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	UBS AG (sued as UBS AG Zurich and UBS AG New York)
115.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	UBS Jersey Nominees Limited (sued as UBS Jersey Nominees)
116.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Unifortune Conservative Side Pocket (not a juridical entity)
117.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Union Bancaire Privée, UBP SA (sued as ABN AMRO Schweiz AG a/k/a ABN AMRO (Switzerland) AG)
118.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Verwaltungs und Privat- Bank AG Aktiengesellschaft n/k/a VP Bank AG

	Case No.	Case Name	Defendant Name
119.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Vorarlberger Landes- und Hypothekenbank Aktiengesellschaft
120.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	"HSBC" <sup>3</sup>
121.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Allianzbank SPA/Unifortune Conservative Side Pocket
122.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Arden International Capital Limited
123.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banca Arner S.A.
124.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banca Unione di Credito
125.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Bank J. Safra Sarasin AG, f/k/a Bank Sarasin & Cie
126.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Bank Julius Baer & Co. Ltd.
127.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Bank Leumi le-Israel B.M.
128.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Cantonale Vaudoise
129.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Internationale à Luxembourg SA f/k/a Dexia Banque Internationale à Luxembourg SA
130.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Pictet & Cie SA
131.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BBVA (Suisse) SA

<sup>&</sup>lt;sup>3</sup> The party sued here as "HSBC" is a nonexistent entity, and there is no concession to the contrary by submitting this filing.

	Case No.	Case Name	Defendant Name
132.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BCV AMC Defensive Alt Fund
133.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA
134.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA Ex Fortis (n/k/a BNP Paribas (Suisse) SA)
135.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA Private (n/k/a BNP Paribas (Suisse) SA)
136.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BSI AG
137.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BSI Ex Banca Del Gottardo
138.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Caceis Bank Luxembourg
139.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Centrum Bank AG (AMS)
140.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Clariden Leu Ltd.
141.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Compagnie Bancaire Helvetique
142.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Corner Banca SA
143.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Coutts & Co. AG (f/k/a RBS Coutts Bank, Ltd.)
144.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Credit Suisse AG Zurich
145.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Dresdner Bank Schweiz n/k/a LGT Bank (Switzerland) Ltd.
146.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Edmond de Rothschild (Suisse) SA (sued as Sella Bank AG)

	Case No.	Case Name	Defendant Name
147.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	EFG Bank S.A. Switzerland (n/k/a EFG Bank)
148.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	EFG Eurofinanciere D'Invest MCL (n/k/a EFG Bank (Monaco))
149.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Fairfield Investment Fund Ltd.
150.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Fairfield Investment GCI
151.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Falcon Private Bank
152.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	FIF Advanced Ltd.
153.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Finter Bank Zurich
154.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Hapoalim (Switzerland), Ltd.
155.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Harmony Capital Fund Ltd.
156.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	IHAG Handelsbank AG
157.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	InCore Bank AG
158.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	LGT Bank in Liechtenstein AG n/k/a LGT Bank AG
159.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Liechtensteinische Landesbank AG (sued as Liechtensteinische LB Reinvest AMS)
160.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Lloyds TSB Bank Geneva (now known as Lloyds TSB Bank, plc)

	Case No.	Case Name	Defendant Name
161.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Lombard Odier Darier Hentsch & Cie
162.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/NBK Kuwait	National Bank of Kuwait S.A.K.
163.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/NBK Kuwait	NBK Banque (Suisse) S.A.
164.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	PKB Privatbank AG
165.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	RBC Investor Services Bank S.A.
166.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Bank AG Zurich (Dublin) a/k/a Rothschild Bank AG
167.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Bank Geneva (Dublin) (as incorrectly named in complaint; should be Edmond de Rothschild (Suisse) SA)
168.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Lugano Dublin a/k/a Banca Privata Edmond de Rothschild Lugano SA
169.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	SIS Seeganintersettle
170.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	SIX SIS Ltd.
171.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Societe Generale Bank & Trust
172.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	UBS AG (sued as UBS AG Zurich and UBS AG New York)
173.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	UBS Jersey Nominees Limited (sued as UBS Jersey Nominees)

	Case No.	Case Name	Defendant Name
174.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Unifortune Conservative Side Pocket (not a juridical entity)
175.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Union Bancaire Privée, UBP SA (sued as ABN AMRO Schweiz AG a/k/a ABN AMRO (Switzerland) AG)
176.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Verwaltungs und Privat- Bank AG Aktiengesellschaft n/k/a VP Bank AG
177.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Vorarlberger Landes- und Hypothekenbank Aktiengesellschaft
178.	Adv. Pro.	Fairfield Sentry Ltd. (In Liquidation), et al. v.	Citibank (Switzerland)
	10-03640	Citibank (Switzerland) AG, et al.	AG
179.	Adv. Pro.	Fairfield Sentry Ltd. (In Liquidation), et al. v.	Deutsche Bank Trust
	10-03744	Deutsche Bank Trust Company America, et al.	Company Americas
180.	Adv. Pro. 10-03745	Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank (Suisse) SA Geneve, et al.	Deutsche Bank (Suisse) SA Geneve
181.	Adv. Pro.	Fairfield Sentry Ltd. (In Liquidation), et al. v.	Deutsche Bank (Cayman)
	10-03746	Deutsche Bank (Cayman), et al.	Limited
182.	Adv. Pro.	Fairfield Sentry Ltd. (In Liquidation), et al. v.	Sciens CFO 1 Feeder
	10-03746	Deutsche Bank (Cayman), et al.	Fund Ltd.
183.	Adv. Pro.	Fairfield Sentry Ltd. (In Liquidation), et al. v.	Sciens Global Opportunity
	10-03746	Deutsche Bank (Cayman), et al.	Fund
184.	Adv. Pro.	Fairfield Sentry Ltd. (In Liquidation), et al. v.	Deutsche Bank AG
	10-03747	Deutsche Bank AG Singapore, et al.	Singapore
185.	Adv. Pro.	Fairfield Sentry Ltd. (In Liquidation), et al. v.	Blubank Ltd. n/k/a
	10-03750	Blubank Ltd., et al.	Inteligo Bank Ltd.
186.	Adv. Pro. 10-03752	Fairfield Sentry Ltd. (In Liquidation), et al. v. Brown Brothers Harriman & Co., et al.	Banco Itaú International (f/k/a Bank Boston International Florida)

	Case No.	Case Name	Defendant Name
187.	Adv. Pro. 10-03752	Fairfield Sentry Ltd. (In Liquidation), et al. v. Brown Brothers Harriman & Co., et al.	Blush & Co.
188.	Adv. Pro. 10-03752	Fairfield Sentry Ltd. (In Liquidation), et al. v. Brown Brothers Harriman & Co., et al.	Brown Brothers Harriman & Co.
189.	Adv. Pro. 10-03752	Fairfield Sentry Ltd. (In Liquidation), et al. v. Brown Brothers Harriman & Co., et al.	Credit Agricole (Miami)
190.	Adv. Pro. 10-03752	Fairfield Sentry Ltd. (In Liquidation), et al. v. Brown Brothers Harriman & Co., et al.	Credit Lyonnais Miami n/k/a Credit Lyonnais S.A. Miami
191.	Adv. Pro. 10-03752	Fairfield Sentry Ltd. (In Liquidation), et al. v. Brown Brothers Harriman & Co., et al.	Credit Lyonnais n/k/a LCL-LE Credit Lyonnais S.A.
192.	Adv. Pro. 10-03752	Fairfield Sentry Ltd. (In Liquidation), et al. v. Brown Brothers Harriman & Co., et al.	Fox & Co.
193.	Adv. Pro. 10-03752	Fairfield Sentry Ltd. (In Liquidation), et al. v. Brown Brothers Harriman & Co., et al.	SCB Nominees (CI) Ltd.
194.	Adv. Pro. 10-03755	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Itau Europa Luxembourg SA, et al.	Banco Itau Europa Luxembourg SA
195.	Adv. Pro. 10-03756	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/CBESSA, et al.	FS/CBESSA a/k/a/ Banque Privee Espirito Santo SA f/k/a Compagnie Bancaire Espirito Santo SA
196.	Adv. Pro. 10-03757	Fairfield Sentry Ltd. (In Liquidation), et al. v. SNS Global Custody B.V. a/k/a SNS Bank N.V., et al.	SNS Global Custody B.V. a/k/a SNS Bank N.V.
197.	Adv. Pro. 10-03764	Fairfield Sigma Ltd. (In Liquidation), et al. v. Pictet & Cie, et al.	Banque Pictet & Cie SA
198.	Adv. Pro. 10-03776	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis (Isle of Man) Nominees Ltd. a/k/a ABN AMRO Fund Services (Isle of Man) Nominees Ltd., et al.	ABN AMRO Retained Nominees (IOM) Limited (sued as Fortis (Isle of Man) Nominees Limited a/k/a ABN AMRO Fund Services (Isle of Man) Nominees Limited)

	Case No.	Case Name	Defendant Name
199.	Adv. Pro. 10-03776	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis (Isle of Man) Nominees Ltd. a/k/a ABN AMRO Fund Services (Isle of Man) Nominees Ltd., et al.	Odyssey Alternative Fund Limited
200.	Adv. Pro. 10-03776	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis (Isle of Man) Nominees Ltd. a/k/a ABN AMRO Fund Services (Isle of Man) Nominees Ltd., et al.	Platinum All Weather Fund
201.	Adv. Pro. 10-03778	Fairfield Sentry Ltd. (In Liquidation), et al. v. Wall Street Securities SA, et al.	Wall Street Securities S.A. f/k/a Bantal Brothers S.A.
202.	Adv. Pro. 10-03780	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS AG New York, et al.	UBS AG (sued as UBS AG New York)
203.	Adv. Pro. 10-03786	Fairfield Sentry Ltd. (In Liquidation), et al. v. SG Private Banking (Suisse) SA, et al.	FIF Advanced Ltd.
204.	Adv. Pro. 10-03786	Fairfield Sentry Ltd. (In Liquidation), et al. v. SG Private Banking (Suisse) SA, et al.	SG Private Banking (Suisse) SA
205.	Adv. Pro. 10-03788	Fairfield Sentry Ltd. (In Liquidation), et al. v. Merrill Lynch Bank (Suisse) SA, et al.	Merrill Lynch Bank (Suisse) SA
206.	Adv. Pro. 10-03791	Fairfield Sigma Ltd. (In Liquidation), et al. v. Monte Paschi Ireland Ltd., et al.	Monte Paschi Ireland Ltd.
207.	Adv. Pro. 10-03793	Fairfield Sentry Ltd. (In Liquidation), et al. v. Nomura International PLC, et al.	Nomura International PLC
208.	Adv. Pro. 10-03795	Fairfield Sentry Ltd. (In Liquidation), et al. v. Lombard Odier Darier Hentsch & Cie, et al.	Lombard Odier Darier Hentsch & Cie
209.	Adv. Pro. 10-03798	Fairfield Sentry Ltd. (In Liquidation), et al. v. Strina, et al.	Luis M. Strina and Graziela Strina De Toledo Arruda
210.	Adv. Pro. 10-03801	Fairfield Sentry Ltd. (In Liquidation), et al. v. ING Bank (Suisse) SA, as predecessor to Bank Julius Baer & Co. Ltd., et al.	ING Bank (Suisse) SA, as predecessor to Bank Julius Baer & Co. Ltd.
211.	Adv. Pro. 10-03863	Fairfield Sentry Ltd. (In Liquidation), et al. v. Sumitomo Trust & Banking Co., LTD - Alternative Investing Unit Global Markets, et al.	Sumitomo Trust & Banking Co., Ltd.

	Case No.	Case Name	Defendant Name
212.	Adv. Pro. 10-03864	Fairfield Sentry Ltd. (In Liquidation), et al. v. Natixis Private Banking International SA - Client Account, et al.	Natixis Wealth Management Luxembourg, formerly known as Natixis Private Banking International S.A.
213.	Adv. Pro. 10-03865	Fairfield Sentry Ltd. (In Liquidation), et al. v. Celfin International Limited, et al.	Celfin International Limited n/k/a BTG Pactual (Cayman) International Holding Limited
214.	Adv. Pro. 10-03867	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS Stichting Stroeve Global Custody, et al.	Stichting Stroeve Global Custody
215.	Adv. Pro. 10-03868	Fairfield Sentry Ltd. (In Liquidation), et al. v. Kredietbank SA Luxembourgeoise, et al.	Clearstream
216.	Adv. Pro. 10-03868	Fairfield Sentry Ltd. (In Liquidation), et al. v. Kredietbank SA Luxembourgeoise, et al.	Kredietbank SA Luxembourgeoise
217.	Adv. Pro. 10-03869	Fairfield Sentry Ltd. (In Liquidation), et al. v. Six Sis AG/CH104026, et al.	SIX SIS AG
218.	Adv. Pro. 10-03871	Fairfield Sentry Ltd. (In Liquidation), et al. v. Caceis Bank EX-IXIS IS, et al.	Caceis Bank Ex Ixis Is
219.	Adv. Pro. 10-03871	Fairfield Sentry Ltd. (In Liquidation), et al. v. Caceis Bank EX-IXIS IS, et al.	VEGA Investment Managers, formerly known as IXIS Private Capital Management ("IPCM")
220.	Adv. Pro. 10-03873	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bordier & Cie, et al.	Bordier & Cie
221.	Adv. Pro. 10-04087	Fairfield Sentry Ltd. (In Liquidation), et al. v. Royal Bank of Canada (Suisse), et al.	Banque SYZ SA as successor to Royal Bank of Canada (Suisse) S.A.
222.	Adv. Pro. 10-04088	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse (Luxembourg) SA, et al.	Credit Suisse (Luxembourg) SA
223.	Adv. Pro. 10-04089	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Inversis SA, et al.	Banco Inversis S.A.

	Case No.	Case Name	Defendant Name
224.	Adv. Pro. 10-04090	Fairfield Sentry Ltd. (In Liquidation), et al. v. Dexia BIL for Customer Account, et al.	Banque Internationale à Luxembourg SA f/k/a Dexia Banque Internationale à Luxembourg SA
225.	Adv. Pro. 10-04090	Fairfield Sentry Ltd. (In Liquidation), et al. v. Dexia BIL for Customer Account, et al.	Candriam World Alternative (F/K/A Dexia World Alternative)
226.	Adv. Pro. 10-04091	Fairfield Sentry Ltd. (In Liquidation), et al. v. Dexia Private Bank (Switzerland), et al.	Banque Internationale à Luxembourg (Suisse) SA f/k/a Dexia Private Bank (Switzerland) SA
227.	Adv. Pro. 10-04093	Fairfield Sentry Ltd. (In Liquidation), et al. v. Commercial Bank of Kuwait, et al.	Commercial Bank of Kuwait
228.	Adv. Pro. 10-04095	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.	DGAM Alternative Strategy Fund II, SPC – Cell A
229.	Adv. Pro. 10-04095	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.	DGAM Alternative Strategy Fund II, SPC – Cell B
230.	Adv. Pro. 10-04095	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.	DGAM Alternative Strategy Fund L.P.
231.	Adv. Pro. 10-04095	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.	DGAM Asset Allocation Fund L.P.
232.	Adv. Pro. 10-04095	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.	The Legacy Fund
233.	Adv. Pro. 10-04095	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.	UBS Fund Services (Cayman) Limited
234.	Adv. Pro. 10-04098	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Arbitrage SNC, et al.	BNP Paribas Arbitrage SNC
235.	Adv. Pro. 10-04099	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Private Bank and Trust Cayman Ltd., et al.	BNP Paribas Private Bank and Trust Cayman Ltd
236.	Adv. Pro. 10-04100	Fairfield Sentry Ltd. (In Liquidation), et al. v. Citivic Nominees Limited, et al.	Citivic Nominees Limited

	Case No.	Case Name	Defendant Name
237.	Adv. Pro. 10-04212	Fairfield Sentry Limited (In Liquidation), et al. v. Bank Morgan Stanley AG, et al.	Bank Morgan Stanley AG
238.	Adv. Pro. 10-04236	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nominees, et al.	Credit Suisse (Gibraltar) Limited
239.	Adv. Pro. 10-04236	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nominees, et al.	Credit Suisse Nominees a/k/a Credit Suisse Nominees (Guernsey) Limited A/C Gib
240.	Adv. Pro. 10-04238	Fairfield Sentry Ltd. (In Liquidation), et al. v. Hansard Europe Limited, et al.	Hansard Europe DAC (sued as Hansard Europe Ltd.)
241.	Adv. Pro. 11-01242	Fairfield Sentry Ltd. (In Liquidation), et al. v. BGL BNP Paribas S.A., et al.	BGL BNP Paribas S.A. (f/k/a Fortis Banque Luxembourg)
242.	Adv. Pro. 11-01243	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Julius Baer and Co. Ltd., Zurich, et al.	Bank Julius Baer & Co. Ltd.
243.	Adv. Pro. 11-01244	Fairfield Sentry Ltd. (In Liquidation), et al. v. CA Indosuez (Switzerland) SA, et al.	CA Indosuez (Switzerland) S.A.
244.	Adv. Pro. 11-01245	Fairfield Sentry Ltd. (In Liquidation), et al. v. BP ALPHA S.A. n/k/a BP ALPHA (AGENTE DE VALORES S.A.), et al.	BP ALPHA S.A. n/k/a BP ALPHA (AGENTE DE VALORES S.A.)
245.	Adv. Pro. 11-01249	Fairfield Sentry Ltd. (In Liquidation), et al. v. Schroder & Co. Bank AG, et al.	Schroder & Co. Bank AG
246.	Adv. Pro. 11-01250	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Europe SE, Luxembourg Branch, et al.	UBS Europe SE, Luxembourg Branch
247.	Adv. Pro. 11-01253	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/SWEDCLIENT/IAM, et al.	Swedbank, erroneously sued as FS/Swedclient/IAM
248.	Adv. Pro. 11-01254	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/AEB Lux a/k/a American Express Bank (London), et al.	FS/AEB LUX a/k/a American Express Bank (London) a/k/a Standard Chartered PLC
249.	Adv. Pro. 11-01256	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque SCS Alliance SA, et al.	Banque SCS Alliance SA

	Case No.	Case Name	Defendant Name
250.	Adv. Pro. 11-01257	Fairfield Sentry Ltd. (In Liquidation), et al. v. Mirabaud & Cie a/k/a Mirabaud & Cie Banquiers Prives, et al.	Mirabaud & Cie SA (f/k/a Mirabaud & Cie a/k/a Mirabaud & Cie Banquiers Prives)
251.	Adv. Pro. 11-01258	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Ireland) Ltd., et al.	BP ALPHA. n/k/a BP ALPHA (AGENTE DE VALORES S.A.)
252.	Adv. Pro. 11-01258	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Ireland) Ltd., et al.	UBS AG (sued as UBS Zurich)
253.	Adv. Pro. 11-01258	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Ireland) Ltd., et al.	UBS Fund Services (Ireland) Ltd.
254.	Adv. Pro. 11-01259	Fairfield Sentry Ltd. (In Liquidation), et al. v. Barclays Bank (Suisse) SA, et al.	Barclays Bank (Suisse) SA
255.	Adv. Pro. 11-01260	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/NBK Kuwait	National Bank of Kuwait S.A.K.
256.	Adv. Pro. 11-01263	Fairfield Sentry Ltd. (In Liquidation), et al. v. Clearstream Banking SA, et al.	Clearstream Banking SA
257.	Adv. Pro. 11-01460	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/LAB/AXA PM, et al.	Architas (LAB/AXA PM)
258.	Adv. Pro. 11-01461	Fairfield Sentry Ltd. (In Liquidation), et al. v. Kenn and Melrose Investments Ltd., et al.	Caliber Investments Ltd.
259.	Adv. Pro. 11-01461	Fairfield Sentry Ltd. (In Liquidation), et al. v. Kenn and Melrose Investments Ltd., et al.	Melrose Investments Ltd.
260.	Adv. Pro. 11-01462	Fairfield Sentry Ltd. (In Liquidation), et al. v. Grand Cathay Securities (Hong Kong) Limited, et al.	KGI Asia Limited, as successor in interest to Grand Cathay Securities (Hong Kong) Limited
261.	Adv. Pro. 11-01463	Fairfield Sentry Ltd. (In Liquidation), et al. v. Merrill Lynch International, et al.	Merrill Lynch International
262.	Adv. Pro. 11-01464	Fairfield Sentry Ltd. (In Liquidation), et al. v. Natixis f/k/a IXIS Corporate and Investment Bank, et al.	Natixis S.A. (in its own capacity and as successor-in-interest of IXIS Corporate & Investment Bank)

	Case No.	Case Name	Defendant Name
263.	Adv. Pro. 11-01467	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/BK Hapoalim/b M Tel Aviv, et al.	Bank Hapoalim B.M.
264.	Adv. Pro. 11-01470	Fairfield Sentry Ltd. (In Liquidation), et al. v. Barfield Nominees Limited, et al.	Barfield Nominees Limited
265.	Adv. Pro. 11-01486	Fairfield Sentry Ltd. (In Liquidation), et al. v. Korea Exchange Bank	Korea Exchange Bank
266.	Adv. Pro. 11-01564	Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank Nominees (Jersey) Limited, et al.	Deutsche Bank Nominees (Jersey) Limited
267.	Adv. Pro. 11-01565	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/ING Lux, et al.	ING Luxembourg
268.	Adv. Pro. 11-01566	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/SG Private Banking (Lugano-Svizzera) SA, et al.	FS/SG Private Banking (Lugano-Svizzera) SA
269.	Adv. Pro. 11-01568	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bipielle Banke (Suisse) et al.	Bipielle Bank (Suisse) in Liquidation (sued as Bipielle Banke (Suisse))
270.	Adv. Pro. 11-01569	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Degroof Bruxelles, et al.	Banque Degroof Bruxelles a/k/a Banque Degroof SA Bruxelles
271.	Adv. Pro. 11-01574	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bureau of Labor Insurance, et al.	Bureau of Labor Insurance
272.	Adv. Pro. 11-01575	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Industriel et Commercial Singapore Branch, et al.	Credit Industriel et Commercial Singapore Branch
273.	Adv. Pro. 11-01577	Fairfield Sentry Ltd. (In Liquidation), et al. v. Cathay Life Insurance Co. Ltd, et al.	Cathay Life Insurance Company Limited.
274.	Adv. Pro. 11-01578	Fairfield Sentry Ltd. (In Liquidation), et al. v. NYROY, et al.	Royal Bank of Canada sued as "NYROY, Royal Bank of Canada"
275.	Adv. Pro. 11-01579	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Securities Nominees Ltd., et al.	BNP Paribas Securities Services Nominees Ltd.
276.	Adv. Pro. 11-01581	Fairfield Sentry Ltd. (In Liquidation), et al. v. Rahn & Bodmer Banquiers, et al.	Rahn & Bodmer Banquiers
277.	Adv. Pro. 11-01582	Fairfield Sentry Ltd. (In Liquidation), et al. v. Royal Bank of Canada Singapore Branch, et al.	Royal Bank of Canada Singapore Branch

	Case No.	Case Name	Defendant Name
278.	Adv. Pro. 11-01584	Fairfield Sentry Ltd. (In Liquidation), et al. v. Societe Generale Bank & Trust (Luxembourg), et al.	Societe Generale Bank & Trust (Luxembourg)
279.	Adv. Pro. 11-01585	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque de Reescompte et de Placement, et al.	Banque de Reescompte et de Placement aka BAREP
280.	Adv. Pro. 11-01586	Fairfield Sentry Ltd. (In Liquidation), et al. v. Swedbank, et al.	Swedbank
281.	Adv. Pro. 11-01587	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bie Bank & Trust Bahamas Ltd., et al.	Itaú Bank & Trust Bahamas Ltd. (sued as BIE Bank & Trust Bahamas Ltd.)
282.	Adv. Pro. 11-01589	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNY AIS Nominees Ltd., et al.	BNY AIS Nominees, Ltd.
283.	Adv. Pro. 11-01589	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNY AIS Nominees Ltd., et al.	Crèdit Andorrà / Crediinvest (not a juridical entity)
284.	Adv. Pro. 11-01591	Fairfield Sentry Ltd. (In Liquidation), et al. v. AllFunds Bank, et al.	AllFunds Bank
285.	Adv. Pro. 11-01591	Fairfield Sentry Ltd. (In Liquidation), et al. v. AllFunds Bank, et al.	NMAS1 Gestion SGIIC S.A.
286.	Adv. Pro. 11-01592	Fairfield Sentry Ltd. (In Liquidation), et al. v. Cherwinka, et al.	Judith Cherwinka a/ka/ JudithCherwinka IRA and Beneficial Owners of Accounts Held in the Name of Judith Cherwinka
287.	Adv. Pro. 11-01594	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/HSBC Guyerzeller Zurich, et al.	HSBC Guyerzeller Zurich a/k/a Guyerzeller Trust Company AG n/k/a HSBC Trust Company AG
288.	Adv. Pro. 11-01594	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/HSBC Guyerzeller Zurich, et al.	Stanhope Capital (Switzerland) S.A.
289.	Adv. Pro. 11-01595	Fairfield Sentry Ltd. (In Liquidation), et al. v. KWI, et al.	KWI
290.	Adv. Pro. 11-01596	Fairfield Sentry Ltd. (In Liquidation), et al. v. Kefong Lee, And Beneficial Owners Of Accounts Held In The Name Of Kefong Lee 1- 1000	Kefong Lee

	Case No.	Case Name	Defendant Name
291.	Adv. Pro. 11-01598	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque et Caisse D'epargne de L'Etat Lux, et al.	Banque et Caisse D'Epargne de L'Etat Luxembourg
292.	Adv. Pro. 11-01599	Fairfield Sentry Ltd. (In Liquidation), et al. v. Eduardo Fernandez de Valderrama Murillo, et al.	Eduardo Fernandez de Valderrama Murillo
293.	Adv. Pro. 11-01600	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/BBVA Zurich/Shares, et al.	BBVA Zurich/Shares
294.	Adv. Pro. 11-01601	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse AG Nassau Branch Wealth Management, et al.	Credit Suisse AG Nassau Branch Wealth Management
295.	Adv. Pro. 11-01604	Fairfield Sentry Ltd. (In Liquidation), et al. v. PFPC Bank Limited, et al.	BNY Mellon International Bank Ltd. f/k/a PFPC International Bank Ltd., PNC International Bank Limited and PFPC Bank Ltd
296.	Adv. Pro. 11-01610	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/Israel Discount Bank, Limited, Tel Aviv, et al.	FS/Israel Discount Bank, Limited, Tel Aviv, et al.
297.	Adv. Pro. 11-01613	Fairfield Sentry Ltd. (In Liquidation), et al. v. Pleasant T. Rowland Foundation Inc., et al.	Pleasant T. Rowland Foundation Inc.
298.	Adv. Pro. 11-01614	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Bank Nederland NV, et al.	ABN AMRO Bank N.V. f/k/a Fortis Bank Nederland N.V.
299.	Adv. Pro. 11-01614	Fairfield Sentry Ltd. (In Liquidation), et al. v. IDF Global Fund, et al.	IDF Global Fund
300.	Adv. Pro. 11-01615	Fairfield Sigma Limited (In Liquidation), et al. v. Société Européenne de Banque S.A., et al.	Intesa Sanpaolo Bank Luxembourg SA (formerly known as Société Européenne de Banque S.A.)
301.	Adv. Pro. 11-01616	Fairfield Sentry Limited (In Liquidation), et al. v. Woori Bank, et al.	Woori Bank
302.	Adv. Pro. 11-01617	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Bank SA/NV, et al.	BNP Paribas Fortis

	Case No.	Case Name	Defendant Name
303.	Adv. Pro. 11-01619	Fairfield Sentry Ltd. (In Liquidation), et al. v. NBP Titres, et al.	Natixis S.A., of which EuroTitres (incorrectly named in the complaint as "NBP Titres") is a division
304.	Adv. Pro. 11-01760	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Vontobel AG, et al.	Bank Vontobel AG
305.	Adv. Pro. 11-02253	Fairfield Sentry Ltd. (In Liquidation), et al. v. Royal Bank of Canada a/k/a RBC Capital Markets Corporation, et al.	RBC Dominion Securities, Inc.
306.	Adv. Pro. 11-02253	Fairfield Sentry Ltd. (In Liquidation), et al. v. Royal Bank of Canada a/k/a RBC Capital Markets Corporation, et al.	Royal Bank of Canada a/k/a RBC Capital Markets Corporation
307.	Adv. Pro. 11-02422	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Global Custody Services N.V. n/k/a ABN AMRO, et al.	Fortis Bank (Nederland) N.V. n/k/a ABN AMRO Bank N.V.
308.	Adv. Pro. 11-02422	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Global Custody Services N.V. n/k/a ABN AMRO, et al.	Fortis Global Custody Services N.V. n/k/a ABN AMRO Global Custody Services N.V.
309.	Adv. Pro. 11-02440	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Sal. Oppenheim Jr. & Cie (Schweiz) AG a/k/a Bank Sal. Oppenheim Jr. & Cie, et al.	Deutsche Bank (Suisse) SA Geneve, Successor in Interest to Bank Sal. Oppenheim Jr. & Cie (Schweiz) AG A/K/A Bank Sal Oppenheim Jr. & CIE
310.	Adv. Pro. 11-02533	Fairfield Sigma Ltd. (In Liquidation), et al. v. Kas Depository Trust Co., et al.	KAS Bank N.V.
311.	Adv. Pro. 11-02533	Fairfield Sigma Ltd. (In Liquidation), et al. v. Kas Depository Trust Co., et al.	KAS Depositary Trust Company a/k/a KAS BANK Effectenbewaarbedrijf N.V.
312.	Adv. Pro. 11-02612	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nominees (Guernsey) Limited, et al.	Credit Suisse Nominees (Guernsey) Limited
313.	Adv. Pro. 11-02770	Fairfield Sentry Ltd. (In Liquidation), et al. v. Citigroup Global Markets Limited, et al.	Citigroup Global Markets Limited

	Case No.	Case Name	Defendant Name
314.	Adv. Pro. 11-02772	Fairfield Sentry Ltd. (In Liquidation), et al. v. BankMed (Suisse) S.A. f/k/a Banque de la Mediterra, et al.	BankMed (Suisse) SA
315.	Adv. Pro. 11-02787	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Agricole Titres, et al.	CPR Online
316.	Adv. Pro. 11-02787	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Agricole Titres, et al.	Credit Agricole Titres
317.	Adv. Pro. 12-01123	Fairfield Sentry Ltd. (In Liquidation), et al. v. BANCA CARIGE SPA, et al.	Banca Carige S.P.A.
318.	Adv. Pro. 12-01124	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Itau Europa International, et al.	Banco Itaú International (f/k/a Banco Itaú Europa International)
319.	Adv. Pro. 12-01125	Fairfield Sentry Ltd. (In Liquidation), et al. v. Investec Bank (Switzerland) AG, et al.	Investec Bank (Switzerland) AG
320.	Adv. Pro. 12-01127	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nassau Branch Wealth Management a/k/a Credit Suisse Wealth Management Limited, et al.	Credit Suisse Nassau Branch Wealth Management a/k/a Credit Suisse Wealth Management Limited
321.	Adv. Pro. 12-01128	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Seoul Branch, Ltd	HSBC Seoul Branch, Ltd
322.	Adv. Pro. 12-01129	Fairfield Sentry Ltd. (In Liquidation), et al. v. Catalunya Caixa F/K/A Caixa Catalunya A/K/A Caixa D'Estalvis de Catalunya, et al.	Catalunya Caixa F/K/A Caixa Catalunya A/K/A Caixa D'Estalvis de Catalunya
323.	Adv. Pro. 12-01132	Fairfield Sentry Ltd. (In Liquidation), et al. v. RBC Dexia Investor Services Espana S.A.	Bancoval S.A. (f/k/a RBC Investor Services España S.A.), named as RBC Dexia Investor Services España S.A.RBC Investor Services España, S.A. (named as RBC Dexia Investor Services España, S.A.)
324.	Adv. Pro. 12-01134	Fairfield Sentry Ltd. (In Liquidation), et al. v. SEI Investments Trustee and Custodial Services (Ireland) Ltd. Nominee A/C 1, et al.	Millennium Multi- Strategy Fund

	Case No.	Case Name	Defendant Name
325.	Adv. Pro. 12-01134	Fairfield Sentry Ltd. (In Liquidation), et al. v. SEI Investments Trustee and Custodial Services (Ireland) Ltd. Nominee A/C 1, et al.	SEI Investments Trustee and Custodial Services (IRELAND) Ltd
326.	Adv. Pro. 12-01135	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank of Ireland Nominees Limited, et al.	Bank of Ireland Nominees Limited now known as Northern Trust Nominees (Ireland) Limited
327.	Adv. Pro. 12-01136	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bred Banque Populaire, et al.	BRED Banque Populaire
328.	Adv. Pro. 12-01140	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banca Cesare Ponti SPA, et al.	Banca Cesare Ponti S.P.A.
329.	Adv. Pro. 12-01142	Fairfield Sentry Ltd. (In Liquidation), et al. v. Citibank Korea Inc.	Citibank Korea Inc.
330.	Adv. Pro. 12-01144	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Hapoalim BM, London, et al.	Bank Hapoalim B.M., London
331.	Adv. Pro. 12-01145	Fairfield Sentry Ltd. (In Liquidation), et al. v. Gates Charitable Trust, et al.	Gates Charitable Trust
332.	Adv. Pro. 12-01146	Fairfield Sentry Ltd. (In Liquidation), et al. v. Portobelo Advisors Inc., et al.	Portobelo Advisors Inc.
333.	Adv. Pro. 12-01147	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fair and Banque Degroof Petercam Luxembourg, S.A., et al.	Banque Degroof Petercam Luxembourg S.A.
334.	Adv. Pro. 12-01147	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fair and Banque Degroof Petercam Luxembourg, S.A., et al.	Fidessa Alpha Fund
335.	Adv. Pro. 12-01148	Fairfield Sigma Ltd. (In Liquidation), et al. v. Banca Popolare Dell'Alto Adige Soc. Coop. Resp. Lim., et al.	Banca Popolare dell'Alto Adige S.p.A.
336.	Adv. Pro. 12-01150	Fairfield Sentry Ltd. (In Liquidation), et al. V. Clarks Fork Foundation, et al.	Clarks Fork Foundation
337.	Adv. Pro. 12-01153	Fairfield Sentry Limited (in Liquidation), et al. v. Hua Nan Commercial Bank, et al.	Hua Nan Commercial Bank, Ltd.
338.	Adv. Pro. 12-01157	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Baring Brothers Sturdza SA f/k/a Banque Baring Brothers Suisse SA	Banque Baring Brothers Sturdza SA

	Case No.	Case Name	Defendant Name
339.	Adv. Pro. 12-01158	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/Bank Leumi Israel, et al.	FS/Bank Leumi Israel
340.	Adv. Pro. 12-01162	Fairfield Sentry Ltd. (In Liquidation), et al. v. Delta S.P.A., et al.	Delta S.P.A.
341.	Adv. Pro. 12-01163	Fairfield Sigma Ltd. (In Liquidation), et al. v. Kasbank Effecten Bewaarbedrijf N.V., et al.	KAS Depositary Trust Company a/k/a KAS BANK Effectenbewaarbedrijf N.V.
342.	Adv. Pro. 12-01164	Fairfield Sentry Ltd. (In Liquidation), et al. v. Public Bank (Hong Kong) Limited, et al.	Public Bank (Hong Kong) Limited
343.	Adv. Pro. 12-01164	Fairfield Sentry Ltd. (In Liquidation), et al. v. Public Bank (Hong Kong) Limited, et al.	Public Bank (Nominees) Limited
344.	Adv. Pro. 12-01185	Fairfield Sentry Ltd. (In Liquidation), et al. v. Hinduja Bank (Switzerland) SA, et al.	Hinduja Bank (Switzerland) SA f/k/a Amas Bank (Switzerland) Ltd., and Banca Commerciale Lugano
345.	Adv. Pro. 12-01187	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Havilland S.A., et al., f/k/a/ Banco Popolare di Verona e Novara Luxembourg S.A.	Banque Havilland S.A.
346.	Adv. Pro. 12-01265	Fairfield Sentry Ltd. (In Liquidation), et al. v. Barclays Bank SA Madrid, et al.	Barclays Bank SA Madrid
347.	Adv. Pro. 12-01270	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Securities (Panama) SA, et al.	HSBC Securities (Panama) SA f/k/a Banistmo Securities, Inc.
348.	Adv. Pro. 12-01271	Fairfield Sentry Ltd. (In Liquidation), et al. v. Hontai Life Insurance Company Limited, et al.	Hontai Life Insurance Company Limited
349.	Adv. Pro. 12-01272	Fairfield Sigma Ltd. (In Liquidation), et al. v. Schroders Italy SIM SPA, et al.	Schroders Italy SIM SpA
350.	Adv. Pro. 12-01285	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banca Profilo SPA, et al.	Banca Profilo SPA
351.	Adv. Pro. 12-01286	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco General SA Banca Privada, et al.	Banco General SA Banca Privada

	Case No.	Case Name	<b>Defendant Name</b>
352.	Adv. Pro. 12-01289	Fairfield Sentry Ltd. (in Liquidation), et al. v. Dreadnought Finance OY, et al.	Dreadnought Finance OY
353.	Adv. Pro. 12-01290	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC International Trustee Limited, et al.	HSBC International Trustee Limited
354.	Adv. Pro. 12-01298	Fairfield Sentry Ltd. (In Liquidation), et al. v. Don Chimango SA, et al.	Cititrust (Bahamas) Limited
355.	Adv. Pro. 12-01301	Fairfield Sentry Ltd. (In Liquidation), et al. v. Unicorp Bank & Trust Limited, et al.	Itau Bank & Trust Cayman, Ltd. (f/k/a Unicorp Bank & Trust Limited)
356.	Adv. Pro. 12-01551	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Espana f/k/a Fortis Bank (Espana), et al.	BNP Paribas España
357.	Adv. Pro. 12-01555	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSH Nordbank Securities S.A., et al.	HSH Nordbank Securities S.A. n/k/a HCOB Securities S.A.
358.	Adv. Pro. 12-01555	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSH Nordbank Securities S.A., et al.	Wegelin & Company
359.	Adv. Pro. 12-01556	Fairfield Sentry Ltd. (In Liquidation), et al. v. Somers Nominees (Far East) Limited List Parties, et al.	HSBC Bank Bermuda Limited f/k/a The Bank of Bermuda Limited
360.	Adv. Pro. 12-01556	Fairfield Sentry Ltd. (In Liquidation), et al. v. Somers Nominees (Far East) Limited List Parties, et al.	Somers Nominees (Far East) Limited
361.	Adv. Pro. 12-01567	Fairfield Sentry Ltd. (In Liquidation), et al. v. First Gulf Bank, et al.	First Gulf Bank
362.	Adv. Pro. 12-01568	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Global Custody Services NV, et al.	ABN AMRO Global Custody Services N.V. (sued as Fortis Global Custody Services NV)
363.	Adv. Pro. 12-01569	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/GSCO London, et al.	Goldman Sachs & Co. LLC sued as GSCO London
364.	Adv. Pro. 12-01569	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/GSCO London, et al.	Goldman Sachs & Co. LLC sued as GSCO New York

	Case No.	Case Name	Defendant Name
365.	Adv. Pro. 12-01599	Fairfield Sentry Ltd. (In Liquidation), et al. v. Barclays Private Bank & Trust (Channel Islands) Limited, et al.	Barclays Private Bank & Trust (Channel Islands) Limited

## Appendix B Purported Knowledge Defendants<sup>1</sup>

	Case No.	Case Name	Defendant Name
1.	Adv. Pro. 10-03622	Fairfield Sentry Ltd. (In Liquidation), et al. v. Citibank NA London, et al.	Citibank NA London
2.	Adv. Pro. 10-03627	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Securities Services Luxembourg, et al.	Altigefi-Altipro Master a/k/a Olympia Capital Management
3.	Adv. Pro. 10-03630	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Securities Services (Luxembourg) SA, et al.	HSBC Securities Services (Luxembourg) SA
4.	Adv. Pro. 10-03630	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Securities Services (Luxembourg) SA, et al.	Private-Space Ltd.
5.	Adv. Pro. 10-03633	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Private Bank Suisse SA, et al.	HSBC Private Bank Suisse SA
6.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Banco Itau Europa Luxembourg
7.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Bank Morgan Stanley AG
8.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Citibank (Switzerland) AG
9.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Citivic Nominees Limited
10.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Compagnie Bancaire Espirito Santo SA aka Banque Privee Espirito Santo SA
11.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	EFG Private Bank S.A. (n/k/a EFG Bank)
12.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	HSBC Bank USA
13.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Merrill Lynch Bank

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Defendants listed in this Appendix are those whom the Liquidators made so-called knowledge allegations on the basis of Defendants' own purported knowledge or a purported theory of imputed knowledge.

	Case No.	Case Name	Defendant Name
14.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Morgan Stanley & Co. International PLC
15.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Safra National Bank of New York
16.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	ZCM Asset Holding Co. Bermuda
17.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	ZCM Matched Funding Corp.
18.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Zurich Capital Markets Company
19.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al."	"HSBC" <sup>2</sup>
20.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Allianzbank SPA/Unifortune Conservative Side Pocket
21.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banca Arner S.A.
22.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banca Unione di Credito
23.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Bank J. Safra Sarasin AG, f/k/a Bank Sarasin & Cie
24.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Bank Julius Baer & Co. Ltd.
25.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Cantonale Vaudoise
26.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Internationale à Luxembourg SA f/k/a Dexia Banque Internationale à Luxembourg SA
27.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Pictet & Cie SA

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The party sued here as "HSBC" is a nonexistent entity, and there is no concession to the contrary by submitting this filing.

	Case No.	Case Name	Defendant Name
28.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BBVA (Suisse) SA
29.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BCV AMC Defensive Alt Fund
30.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA
31.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA Ex Fortis (n/k/a BNP Paribas (Suisse) SA)
32.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA Private (n/k/a BNP Paribas (Suisse) SA)
33.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BSI AG
34.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BSI Ex Banca Del Gottardo
35.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Caceis Bank Luxembourg
36.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Centrum Bank AG (AMS)
37.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Clariden Leu Ltd.
38.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Compagnie Bancaire Helvetique
39.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Corner Banca SA
40.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Coutts & Co. AG (f/k/a RBS Coutts Bank, Ltd.)
41.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Credit Suisse AG Zurich
42.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Dresdner Bank Schweiz n/k/a LGT Bank (Switzerland) Ltd.

	Case No.	Case Name	Defendant Name
43.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Edmond de Rothschild (Suisse) SA (sued as Sella Bank AG)
44.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	EFG Bank S.A. Switzerland (n/k/a EFG Bank)
45.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	EFG Eurofinanciere D'Invest MCL (n/k/a EFG Bank (Monaco))
46.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Fairfield Investment Fund Ltd.
47.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Fairfield Investment GCI
48.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Falcon Private Bank
49.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	FIF Advanced Ltd.
50.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Finter Bank Zurich
51.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Hapoalim (Switzerland), Ltd.
52.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Harmony Capital Fund Ltd.
53.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	IHAG Handelsbank AG
54.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	InCore Bank AG
55.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	LGT Bank in Liechtenstein AG n/k/a LGT Bank AG
56.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Liechtensteinische Landesbank AG (sued as Liechtensteinische LB Reinvest AMS)

	Case No.	Case Name	Defendant Name
57.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Lloyds TSB Bank Geneva (now known as Lloyds TSB Bank, plc)
58.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Lombard Odier Darier Hentsch & Cie
59.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/NBK Kuwait	National Bank of Kuwait S.A.K.
60.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/NBK Kuwait	NBK Banque (Suisse) S.A.
61.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	PKB Privatbank AG
62.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	RBC Investor Services Bank S.A.
63.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Bank AG Zurich (Dublin) a/k/a Rothschild Bank AG
64.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Bank Geneva (Dublin) (as incorrectly named in complaint; should be Edmond de Rothschild (Suisse) SA)
65.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Lugano Dublin a/k/a Banca Privata Edmond de Rothschild Lugano SA
66.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	SIS Seeganintersettle
67.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	SIX SIS Ltd.
68.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Societe Generale Bank & Trust
69.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	UBS AG (sued as UBS AG Zurich and UBS AG New York)

	Case No.	Case Name	Defendant Name
70.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	UBS Jersey Nominees Limited (sued as UBS Jersey Nominees)
71.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Unifortune Conservative Side Pocket (not a juridical entity)
72.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Union Bancaire Privée, UBP SA (sued as ABN AMRO Schweiz AG a/k/a ABN AMRO (Switzerland) AG)
73.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Verwaltungs und Privat- Bank AG Aktiengesellschaft n/k/a VP Bank AG
74.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Vorarlberger Landes- und Hypothekenbank Aktiengesellschaft
75.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	"HSBC" <sup>3</sup>
76.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Allianzbank SPA/Unifortune Conservative Side Pocket
77.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Arden International Capital Limited
78.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banca Arner S.A.
79.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banca Unione di Credito
80.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Bank J. Safra Sarasin AG, f/k/a Bank Sarasin & Cie
81.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Bank Julius Baer & Co. Ltd.

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The party sued here as "HSBC" is a nonexistent entity, and there is no concession to the contrary by submitting this filing.

	Case No.	Case Name	<b>Defendant Name</b>
82.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Bank Leumi le-Israel B.M.
83.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Cantonale Vaudoise
84.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Internationale à Luxembourg SA f/k/a Dexia Banque Internationale à Luxembourg SA
85.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Pictet & Cie SA
86.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BBVA (Suisse) SA
87.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BCV AMC Defensive Alt Fund
88.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA
89.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA Ex Fortis (n/k/a BNP Paribas (Suisse) SA)
90.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA Private (n/k/a BNP Paribas (Suisse) SA)
91.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BSI AG
92.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BSI Ex Banca Del Gottardo
93.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Caceis Bank Luxembourg
94.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Centrum Bank AG (AMS)
95.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Clariden Leu Ltd.

	Case No.	Case Name	Defendant Name
96.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Compagnie Bancaire Helvetique
97.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Corner Banca SA
98.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Coutts & Co. AG (f/k/a RBS Coutts Bank, Ltd.)
99.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Credit Suisse AG Zurich
100.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Dresdner Bank Schweiz n/k/a LGT Bank (Switzerland) Ltd.
101.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Edmond de Rothschild (Suisse) SA (sued as Sella Bank AG)
102.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	EFG Bank S.A. Switzerland (n/k/a EFG Bank)
103.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	EFG Eurofinanciere D'Invest MCL (n/k/a EFG Bank (Monaco))
104.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Fairfield Investment Fund Ltd.
105.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Fairfield Investment GCI
106.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Falcon Private Bank
107.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	FIF Advanced Ltd.
108.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Finter Bank Zurich
109.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Hapoalim (Switzerland), Ltd.
110.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Harmony Capital Fund Ltd.

	Case No.	Case Name	Defendant Name
111.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	IHAG Handelsbank AG
112.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	InCore Bank AG
113.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	LGT Bank in Liechtenstein AG n/k/a/ LGT Bank AG
114.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Liechtensteinische Landesbank AG (sued as Liechtensteinische LB Reinvest AMS)
115.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Lloyds TSB Bank Geneva (now known as Lloyds TSB Bank, plc)
116.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Lombard Odier Darier Hentsch & Cie
117.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/NBK Kuwait	National Bank of Kuwait S.A.K.
118.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/NBK Kuwait	NBK Banque (Suisse) S.A.
119.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	PKB Privatbank AG
120.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	RBC Investor Services Bank S.A.
121.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Bank AG Zurich (Dublin) a/k/a Rothschild Bank AG
122.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Bank Geneva (Dublin) (as incorrectly named in complaint; should be Edmond de Rothschild (Suisse) SA)
123.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Lugano Dublin a/k/a Banca Privata Edmond de Rothschild Lugano SA

	Case No.	Case Name	Defendant Name
124.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	SIS Seeganintersettle
125.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	SIX SIS Ltd.
126.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Societe Generale Bank & Trust
127.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	UBS AG (sued as UBS AG Zurich and UBS AG New York)
128.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	UBS Jersey Nominees Limited (sued as UBS Jersey Nominees)
129.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Unifortune Conservative Side Pocket (not a juridical entity)
130.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Union Bancaire Privée, UBP SA (sued as ABN AMRO Schweiz AG a/k/a ABN AMRO (Switzerland) AG)
131.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Verwaltungs und Privat- Bank AG Aktiengesellschaft n/k/a VP Bank AG
132.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Vorarlberger Landes- und Hypothekenbank Aktiengesellschaft
133.	Adv. Pro. 10-03780	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS AG New York, et al.	UBS AG (sued as UBS AG New York)
134.	Adv. Pro. 11-01250	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Europe SE, Luxembourg Branch, et al.	UBS Europe SE, Luxembourg Branch
135.	Adv. Pro. 11-01463	Fairfield Sentry Ltd. (In Liquidation), et al. v. Merrill Lynch International, et al.	Merrill Lynch International
136.	Adv. Pro. 11-02770	Fairfield Sentry Ltd. (In Liquidation), et al. v. Citigroup Global Markets Limited, et al.	Citigroup Global Markets Limited

## Appendix C Defendants Alleged to Have Invested in Sentry

	Case No.	Case Name	Defendant Name
1.	Adv. Pro. 10-03502	Fairfield Sentry Ltd. (In Liquidation), et al. v. RBC Dominion Securities Sub A/C, et al.	RBC Dominion Securities
2.	Adv. Pro. 10-03505	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Privee Edmond De Rothschild (Europe), et al.	American Express Bank, n/k/a Standard Chartered International (USA) Ltd.
3.	Adv. Pro. 10-03505	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Privee Edmond De Rothschild (Europe), et al.	Banque Privee Edmond de Rothschild (Europe)
4.	Adv. Pro. 10-03507	Fairfield Sentry Ltd. (In Liquidation), et al. v. Meritz Fire & Marine Insurance Company Ltd., et al.	Meritz Fire & Marine Insurance Company Ltd.
5.	Adv. Pro. 10-03508	Fairfield Sentry Ltd. (In Liquidation), et al. v. Schroder & Co. (Asia) Ltd., et al.	Perenco SA
6.	Adv. Pro. 10-03508	Fairfield Sentry Ltd. (In Liquidation), et al. v. Schroder & Co. (Asia) Ltd., et al.	Schroder & Co. (Asia) Ltd.
7.	Adv. Pro. 10-03509	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Santander (Suisse) S.A., et al.	Banco Santander International SA (f/k/a Banco Santander (Suisse) S.A.)
8.	Adv. Pro. 10-03510	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Hapoalim (Suisse) Ltd., et al.	Hapoalim (Switzerland), Ltd.
9.	Adv. Pro. 10-03512	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS Mizrahi Tefahot Bank Ltd., et al.	Mizrahi Tefahot Bank Limited
10.	Adv. Pro. 10-03513	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Syz & Co. S.A., et al.	Banque SYZ SA (f/k/a Banque Syz & Co. SA)
11.	Adv. Pro. 10-03514	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Piguet & Cie S.A., et al.	Banque Piguet & Cie SA
12.	Adv. Pro. 10-03515	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Bilbao Vizcaya Argentaria (Portugal) S.A., et al.	Banco Bilbao Vizcaya Argentaria (Portugal) S.A.
13.	Adv. Pro. 10-03515	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Bilbao Vizcaya Argentaria (Portugal) S.A., et al.	Banco Bilbao Vizcaya Argentaria S.A.

	Case No.	Case Name	Defendant Name
14.	Adv. Pro. 10-03515	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Bilbao Vizcaya Argentaria (Portugal) S.A., et al.	BBVA Fundas Privanza
15.	Adv. Pro. 10-03515	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Bilbao Vizcaya Argentaria (Portugal) S.A., et al.	BBVA Grand Cayman
16.	Adv. Pro. 10-03515	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Bilbao Vizcaya Argentaria (Portugal) S.A., et al.	BBVA Miami
17.	Adv. Pro. 10-03516	Fairfield Sentry Ltd. (In Liquidation), et al. v. Merrill Lynch, Pierce, Fenner & Smith, Inc., et al.	Merrill Lynch, Pierce, Fenner & Smith, Inc.
18.	Adv. Pro. 10-03519	Fairfield Sentry Ltd. (In Liquidation), et al. v. Neue Bank AG, et al.	Neue Bank AG
19.	Adv. Pro. 10-03521	Fairfield Sentry Ltd. (In Liquidation), et al. v. Lombardy Properties Limited, et al.	Lombardy Properties Limited
20.	Adv. Pro. 10-03525	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fund Nominees Limited, et al.	Collins Stewart (CI) Limited
21.	Adv. Pro. 10-03525	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fund Nominees Limited, et al.	Fund Nominees Limited
22.	Adv. Pro. 10-03595	Fairfield Sentry Ltd. (In Liquidation), et al. v. SG Private Banking (Suisse) SA, et al.	FIF Advanced Ltd.
23.	Adv. Pro. 10-03595	Fairfield Sentry Ltd. (In Liquidation), et al. v. SG Private Banking (Suisse) SA, et al.	SG Private Banking (Suisse) SA
24.	Adv. Pro. 10-03615	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank of America National Trust and Savings Association, et al.	Bank of America National Trust and Savings Association
25.	Adv. Pro. 10-03616	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque de Luxembourg, et al.	Banque de Luxembourg
26.	Adv. Pro. 10-03618	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/BBVA Miami, et al.	BBVA Miami
27.	Adv. Pro. 10-03619	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Institutional Trust Services (Asia) Limited, et al.	HSBC Institutional Trust Services (Asia) Limited
28.	Adv. Pro. 10-03622	Fairfield Sentry Ltd. (In Liquidation), et al. v. Citibank NA London, et al.	Citibank NA London
29.	Adv. Pro. 10-03624	Fairfield Sentry Ltd. (In Liquidation), et al. v. Caceis Bank Luxembourg, et al.	Caceis Bank Luxembourg

	Case No.	Case Name	Defendant Name
30.	Adv. Pro. 10-03624	Fairfield Sentry Ltd. (In Liquidation), et al. v. Caceis Bank Luxembourg, et al.	Natixis S.A. or its predecessors in interest as the owner/operator of certain accounts named as defendants
31.	Adv. Pro. 10-03625	Fairfield Sentry Ltd. (In Liquidation), et al. v. EFG Bank, et al.	EFG Bank a/k/a EFG Bank AG and/or EFG Bank SA
32.	Adv. Pro. 10-03626	Fairfield Sentry Ltd. v. BNP Paribas Luxembourg SA a/k/a BGL BNP Paribas, et al.	BNP Paribas Luxembourg (a/k/a BGL BNP Paribas S.A.)
33.	Adv. Pro. 10-03627	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Securities Services Luxembourg, et al.	Altigefi-Altipro Master a/k/a Olympia Capital Management
34.	Adv. Pro. 10-03627	Fairfield Sentry Ltd. v. BNP Paribas Securities Services Luxembourg, et al.	BNP Securities Services Luxembourg S.A.
35.	Adv. Pro. 10-03627	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Securities Services Luxembourg, et al.	Milan Clessidra a/k/a Clessidra SGR SpA
36.	Adv. Pro. 10-03627	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Securities Services Luxembourg, et al.	Rothschild & Cie Banque- EGA
37.	Adv. Pro. 10-03628	Fairfield Sentry Ltd. (In Liquidation), et al. v. Robinson & Co., et al.	Murdoch & Co.
38.	Adv. Pro. 10-03628	Fairfield Sentry Ltd. (In Liquidation), et al. v. Robinson & Co., et al.	Robinson &. Co.
39.	Adv. Pro. 10-03629	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Private Banking Nom, et al.	HSBC Private Banking Nom a/k/a HSBC Private Banking Nominee 1 (Jersey) Ltd. n/k/a Republic Nominees Limited
40.	Adv. Pro. 10-03630	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Securities Services (Luxembourg) SA, et al.	HSBC Securities Services (Luxembourg) SA
41.	Adv. Pro. 10-03630	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Securities Services (Luxembourg) SA, et al.	Private-Space Ltd.
42.	Adv. Pro. 10-03631	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Private Bank (Guernsey) Ltd., et al.	HSBC Private Bank (C.I.) Limited

	Case No.	Case Name	Defendant Name
43.	Adv. Pro. 10-03631	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Private Bank (Guernsey) Ltd., et al.	HSBC Private Bank (Guernsey) Ltd. a/k/a HSBC Republic Bank (Guernsey) Ltd. n/k/a HSBC Private Bank (C.I.) Limited
44.	Adv. Pro. 10-03631	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Private Bank (Guernsey) Ltd., et al.	Republic Nominees Limited
45.	Adv. Pro. 10-03632	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/Andbanc Andorra, et al.	ANDBanc Andorra a/k/a Andorra Banc Agricol Reig, S.A.
46.	Adv. Pro. 10-03633	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Private Bank Suisse SA, et al.	HSBC Private Bank Suisse SA
47.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Banco Itau Europa Luxembourg
48.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Bank Morgan Stanley AG
49.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Citibank (Switzerland) AG
50.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Citivic Nominees Limited
51.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Compagnie Bancaire Espirito Santo SA aka Banque Privee Espirito Santo SA
52.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	EFG Private Bank S.A. (n/k/a EFG Bank)
53.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	HSBC Bank USA
54.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Merrill Lynch Bank
55.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Morgan Stanley & Co. International PLC
56.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Safra National Bank of New York

	Case No.	Case Name	Defendant Name
57.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	ZCM Asset Holding Co. Bermuda
58.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	ZCM Matched Funding Corp.
59.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Zurich Capital Markets Company
60.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	"HSBC" <sup>1</sup>
61.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Allianzbank SPA/Unifortune Conservative Side Pocket
62.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banca Arner S.A.
63.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banca Unione di Credito
64.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Bank J. Safra Sarasin AG, f/k/a Bank Sarasin & Cie
65.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Bank Julius Baer & Co. Ltd.
66.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Cantonale Vaudoise
67.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Internationale à Luxembourg SA f/k/a Dexia Banque Internationale à Luxembourg SA
68.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Pictet & Cie SA
69.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BBVA (Suisse) SA
70.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BCV AMC Defensive Alt Fund

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The party sued here as "HSBC" is a nonexistent entity, and there is no concession to the contrary by submitting this filing.

	Case No.	Case Name	Defendant Name
71.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA
72.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA Ex Fortis (n/k/a BNP Paribas (Suisse) SA)
73.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA Private (n/k/a BNP Paribas (Suisse) SA)
74.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BSI AG
75.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BSI Ex Banca Del Gottardo
76.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Caceis Bank Luxembourg
77.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Centrum Bank AG (AMS)
78.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Compagnie Bancaire Helvetique
79.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Corner Banca SA
80.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Coutts & Co. AG (f/k/a RBS Coutts Bank, Ltd.)
81.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Dresdner Bank Schweiz n/k/a LGT Bank (Switzerland) AG
82.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Edmond de Rothschild (Suisse) SA (sued as Sella Bank AG)
83.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	EFG Bank S.A. Switzerland (n/k/a EFG Bank)
84.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	EFG Eurofinanciere D'Invest MCL (n/k/a EFG Bank (Monaco))

	Case No.	Case Name	Defendant Name
85.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Fairfield Investment Fund Ltd.
86.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Fairfield Investment GCI
87.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Falcon Private Bank
88.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	FIF Advanced Ltd.
89.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Finter Bank Zurich
90.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Hapoalim (Switzerland), Ltd.
91.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Harmony Capital Fund Ltd.
92.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	IHAG Handelsbank AG
93.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	InCore Bank AG
94.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	LGT Bank in Liechtenstein AG n/k/a LGT Bank AG
95.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Liechtensteinische Landesbank AG (sued as Liechtensteinische LB Reinvest AMS)
96.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Lloyds TSB Bank Geneva (now known as Lloyds TSB Bank, plc)
97.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Lombard Odier Darier Hentsch & Cie
98.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/NBK Kuwait	National Bank of Kuwait S.A.K.
99.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/NBK Kuwait	NBK Banque (Suisse) S.A.

	Case No.	Case Name	Defendant Name
100.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	PKB Privatbank AG
101.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	RBC Investor Services Bank S.A.
102.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Bank AG Zurich (Dublin) a/k/a Rothschild Bank AG
103.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Bank Geneva (Dublin) (as incorrectly named in complaint; should be Edmond de Rothschild (Suisse) SA)
104.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Lugano Dublin a/k/a Banca Privata Edmond de Rothschild Lugano SA
105.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	SIS Seeganintersettle
106.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	SIX SIS Ltd.
107.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Societe Generale Bank & Trust
108.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	UBS AG (sued as UBS AG Zurich and UBS AG New York)
109.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	UBS Jersey Nominees Limited (sued as UBS Jersey Nominees)
110.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Unifortune Conservative Side Pocket (not a juridical entity)
111.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Union Bancaire Privée, UBP SA (sued as ABN AMRO Schweiz AG a/k/a ABN AMRO (Switzerland) AG)

	Case No.	Case Name	Defendant Name
112.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Verwaltungs und Privat- Bank AG Aktiengesellschaft n/k/a VP Bank AG
113.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Vorarlberger Landes- und Hypothekenbank Aktiengesellschaft
114.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	"HSBC" <sup>2</sup>
115.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Allianzbank SPA/Unifortune Conservative Side Pocket
116.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Arden International Capital Limited
117.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banca Arner S.A.
118.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banca Unione di Credito
119.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Bank J. Safra Sarasin AG, f/k/a Bank Sarasin & Cie
120.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Bank Julius Baer & Co. Ltd.
121.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Bank Leumi le-Israel B.M.
122.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Cantonale Vaudoise
123.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Internationale à Luxembourg SA f/k/a Dexia Banque Internationale à Luxembourg SA
124.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Pictet & Cie SA

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The party sued here as "HSBC" is a nonexistent entity, and there is no concession to the contrary by submitting this filing.

	Case No.	Case Name	Defendant Name
125.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BBVA (Suisse) SA
126.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BCV AMC Defensive Alt Fund
127.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA
128.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA Ex Fortis (n/k/a BNP Paribas (Suisse) SA)
129.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA Private (n/k/a BNP Paribas (Suisse) SA)
130.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BSI AG
131.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BSI Ex Banca Del Gottardo
132.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Caceis Bank Luxembourg
133.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Centrum Bank AG (AMS)
134.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Compagnie Bancaire Helvetique
135.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Corner Banca SA
136.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Coutts & Co. AG (f/k/a RBS Coutts Bank, Ltd.)
137.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Dresdner Bank Schweiz n/k/a LGT Bank (Switzerland) AG
138.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Edmond de Rothschild (Suisse) SA (sued as Sella Bank AG)

	Case No.	Case Name	Defendant Name
139.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	EFG Bank S.A. Switzerland (n/k/a EFG Bank)
140.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	EFG Eurofinanciere D'Invest MCL (n/k/a EFG Bank (Monaco))
141.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Fairfield Investment Fund Ltd.
142.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Fairfield Investment GCI
143.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Falcon Private Bank
144.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	FIF Advanced Ltd.
145.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Finter Bank Zurich
146.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Hapoalim (Switzerland), Ltd.
147.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Harmony Capital Fund Ltd.
148.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	IHAG Handelsbank AG
149.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	InCore Bank AG
150.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	LGT Bank in Liechtenstein AG n/k/a LGT Bank AG
151.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Liechtensteinische Landesbank AG (sued as Liechtensteinische LB Reinvest AMS)
152.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Lloyds TSB Bank Geneva (now known as Lloyds TSB Bank, plc)

	Case No.	Case Name	Defendant Name
153.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Lombard Odier Darier Hentsch & Cie
154.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/NBK Kuwait	National Bank of Kuwait S.A.K.
155.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/NBK Kuwait	NBK Banque (Suisse) S.A.
156.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	PKB Privatbank AG
157.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	RBC Investor Services Bank S.A.
158.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Bank AG Zurich (Dublin) a/k/a Rothschild Bank AG
159.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Bank Geneva (Dublin) (as incorrectly named in complaint; should be Edmond de Rothschild (Suisse) SA)
160.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Lugano Dublin a/k/a Banca Privata Edmond de Rothschild Lugano SA
161.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	SIS Seeganintersettle
162.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	SIX SIS Ltd.
163.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Societe Generale Bank & Trust
164.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	UBS AG (sued as UBS AG Zurich and UBS AG New York)
165.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	UBS Jersey Nominees Limited (sued as UBS Jersey Nominees)

	Case No.	Case Name	Defendant Name
166.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Unifortune Conservative Side Pocket (not a juridical entity)
167.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Union Bancaire Privée, UBP SA (sued as ABN AMRO Schweiz AG a/k/a ABN AMRO (Switzerland) AG)
168.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Verwaltungs und Privat- Bank AG Aktiengesellschaft n/k/a VP Bank AG
169.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Vorarlberger Landes- und Hypothekenbank Aktiengesellschaft
170.	Adv. Pro.	Fairfield Sentry Ltd. (In Liquidation), et al. v.	Citibank (Switzerland)
	10-03640	Citibank (Switzerland) AG, et al.	AG
171.	Adv. Pro.	Fairfield Sentry Ltd. (In Liquidation), et al. v.	Deutsche Bank Trust
	10-03744	Deutsche Bank Trust Company America, et al.	Company Americas
172.	Adv. Pro.	Fairfield Sentry Ltd. (In Liquidation), et al. v.	Deutsche Bank (Suisse)
	10-03745	Deutsche Bank (Suisse) SA Geneve, et al.	SA Geneve
173.	Adv. Pro.	Fairfield Sentry Ltd. (In Liquidation), et al. v.	Deutsche Bank (Cayman)
	10-03746	Deutsche Bank (Cayman), et al.	Limited
174.	Adv. Pro.	Fairfield Sentry Ltd. (In Liquidation), et al. v.	Sciens CFO 1 Feeder
	10-03746	Deutsche Bank (Cayman), et al.	Fund Ltd.
175.	Adv. Pro.	Fairfield Sentry Ltd. (In Liquidation), et al. v.	Sciens Global Opportunity
	10-03746	Deutsche Bank (Cayman), et al.	Fund
176.	Adv. Pro.	Fairfield Sentry Ltd. (In Liquidation), et al. v.	Deutsche Bank AG
	10-03747	Deutsche Bank AG Singapore, et al.	Singapore
177.	Adv. Pro.	Fairfield Sentry Ltd. (In Liquidation), et al. v.	Blubank Ltd. n/k/a
	10-03750	Blubank Ltd., et al.	Inteligo Bank Ltd.
178.	Adv. Pro. 10-03752	Fairfield Sentry Ltd. (In Liquidation), et al. v. Brown Brothers Harriman & Co., et al.	Banco Itaú International (f/k/a Bank Boston International Florida)

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179.	Adv. Pro. 10-03752	Fairfield Sentry Ltd. (In Liquidation), et al. v. Brown Brothers Harriman & Co., et al.	Blush & Co.
180.	Adv. Pro. 10-03752	Fairfield Sentry Ltd. (In Liquidation), et al. v. Brown Brothers Harriman & Co., et al.	Brown Brothers Harriman & Co.
181.	Adv. Pro. 10-03752	Fairfield Sentry Ltd. (In Liquidation), et al. v. Brown Brothers Harriman & Co., et al.	Credit Agricole (Miami)
182.	Adv. Pro. 10-03752	Fairfield Sentry Ltd. (In Liquidation), et al. v. Brown Brothers Harriman & Co., et al.	Credit Lyonnais Miami n/k/a Credit Lyonnais S.A. Miami
183.	Adv. Pro. 10-03752	Fairfield Sentry Ltd. (In Liquidation), et al. v. Brown Brothers Harriman & Co., et al.	Credit Lyonnais n/k/a LCL-LE Credit Lyonnais S.A.
184.	Adv. Pro. 10-03752	Fairfield Sentry Ltd. (In Liquidation), et al. v. Brown Brothers Harriman & Co., et al.	Fox & Co.
185.	Adv. Pro. 10-03752	Fairfield Sentry Ltd. (In Liquidation), et al. v. Brown Brothers Harriman & Co., et al.	SCB Nominees (CI) Ltd.
186.	Adv. Pro. 10-03755	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Itau Europa Luxembourg SA, et al.	Banco Itau Europa Luxembourg SA
187.	Adv. Pro. 10-03756	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/CBESSA, et al.	FS/CBESSA a/k/a/ Banque Privee Espirito Santo SA f/k/a Compagnie Bancaire Espirito Santo SA
188.	Adv. Pro. 10-03757	Fairfield Sentry Ltd. (In Liquidation), et al. v. SNS Global Custody B.V. a/k/a SNS Bank N.V., et al.	SNS Global Custody B.V. a/k/a SNS Bank N.V.
189.	Adv. Pro. 10-03776	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis (Isle of Man) Nominees Ltd. a/k/a ABN AMRO Fund Services (Isle of Man) Nominees Ltd., et al.	ABN AMRO Retained Nominees (IOM) Limited (sued as Fortis (Isle of Man) Nominees Limited a/k/a ABN AMRO Fund Services (Isle of Man) Nominees Limited)
190.	Adv. Pro. 10-03776	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis (Isle of Man) Nominees Ltd. a/k/a ABN AMRO Fund Services (Isle of Man) Nominees Ltd., et al.	Odyssey Alternative Fund Limited

	Case No.	Case Name	Defendant Name
191.	Adv. Pro. 10-03776	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis (Isle of Man) Nominees Ltd. a/k/a ABN AMRO Fund Services (Isle of Man) Nominees Ltd., et al.	Platinum All Weather Fund
192.	Adv. Pro. 10-03778	Fairfield Sentry Ltd. (In Liquidation), et al. v. Wall Street Securities SA, et al.	Wall Street Securities S.A. f/k/a Bantal Brothers S.A.
193.	Adv. Pro. 10-03780	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS AG New York, et al.	UBS AG (sued as UBS AG New York)
194.	Adv. Pro. 10-03786	Fairfield Sentry Ltd. (In Liquidation), et al. v. SG Private Banking (Suisse) SA, et al.	FIF Advanced Ltd.
195.	Adv. Pro. 10-03786	Fairfield Sentry Ltd. (In Liquidation), et al. v. SG Private Banking (Suisse) SA, et al.	SG Private Banking (Suisse) SA
196.	Adv. Pro. 10-03788	Fairfield Sentry Ltd. (In Liquidation), et al. v. Merrill Lynch Bank (Suisse) SA, et al.	Merrill Lynch Bank (Suisse) SA
197.	Adv. Pro. 10-03793	Fairfield Sentry Ltd. (In Liquidation), et al. v. Nomura International PLC, et al.	Nomura International PLC
198.	Adv. Pro. 10-03798	Fairfield Sentry Ltd. (In Liquidation), et al. v. Strina, et al.	Luis M. Strina and Graziela Strina De Toledo Arruda
199.	Adv. Pro. 10-03801	Fairfield Sentry Ltd. (In Liquidation), et al. v. ING Bank (Suisse) SA, as predecessor to Bank Julius Baer & Co. Ltd., et al.	ING Bank (Suisse) SA, as predecessor to Bank Julius Baer & Co. Ltd.
200.	Adv. Pro. 10-03863	Fairfield Sentry Ltd. (In Liquidation), et al. v. Sumitomo Trust & Banking Co., LTD - Alternative Investing Unit Global Markets, et al.	Sumitomo Trust & Banking Co., Ltd.
201.	Adv. Pro. 10-03865	Fairfield Sentry Ltd. (In Liquidation), et al. v. Celfin International Limited, et al.	Celfin International Limited n/k/a BTG Pactual (Cayman) International Holding Limited
202.	Adv. Pro. 10-03867	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS Stichting Stroeve Global Custody, et al.	Stichting Stroeve Global Custody
203.	Adv. Pro. 10-03868	Fairfield Sentry Ltd. (In Liquidation), et al. v. Kredietbank SA Luxembourgeoise, et al.	Clearstream
204.	Adv. Pro. 10-03868	Fairfield Sentry Ltd. (In Liquidation), et al. v. Kredietbank SA Luxembourgeoise, et al.	Kredietbank SA Luxembourgeoise

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205.	Adv. Pro. 10-03869	Fairfield Sentry Ltd. (In Liquidation), et al. v. Six Sis AG/CH104026, et al.	SIX SIS AG
206.	Adv. Pro. 10-03871	Fairfield Sentry Ltd. (In Liquidation), et al. v. Caceis Bank EX-IXIS IS, et al.	Caceis Bank Ex Ixis Is
207.	Adv. Pro. 10-03871	Fairfield Sentry Ltd. (In Liquidation), et al. v. Caceis Bank EX-IXIS IS, et al.	VEGA Investment Managers, formerly known as IXIS Private Capital Management ("IPCM")
208.	Adv. Pro. 10-03873	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bordier & Cie, et al.	Bordier & Cie
209.	Adv. Pro. 10-04087	Fairfield Sentry Ltd. (In Liquidation), et al. v. Royal Bank of Canada (Suisse), et al.	Banque SYZ SA as successor to Royal Bank of Canada (Suisse) S.A.
210.	Adv. Pro. 10-04088	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse (Luxembourg) SA, et al.	Credit Suisse (Luxembourg) SA
211.	Adv. Pro. 10-04089	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Inversis SA, et al.	Banco Inversis S.A.
212.	Adv. Pro. 10-04090	Fairfield Sentry Ltd. (In Liquidation), et al. v. Dexia BIL for Customer Account, et al.	Banque Internationale à Luxembourg SA f/k/a Dexia Banque Internationale à Luxembourg SA
213.	Adv. Pro. 10-04090	Fairfield Sentry Ltd. (In Liquidation), et al. v. Dexia BIL for Customer Account, et al.	Candriam World Alternative (F/K/A Dexia World Alternative)
214.	Adv. Pro. 10-04091	Fairfield Sentry Ltd. (In Liquidation), et al. v. Dexia Private Bank (Switzerland), et al.	Banque Internationale à Luxembourg (Suisse) SA f/k/a Dexia Private Bank (Switzerland) SA
215.	Adv. Pro. 10-04093	Fairfield Sentry Ltd. (In Liquidation), et al. v. Commercial Bank of Kuwait, et al.	Commercial Bank of Kuwait
216.	Adv. Pro. 10-04095	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.	DGAM Alternative Strategy Fund II, SPC – Cell A

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217.	Adv. Pro. 10-04095	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.	DGAM Alternative Strategy Fund II, SPC – Cell B
218.	Adv. Pro. 10-04095	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.	DGAM Alternative Strategy Fund L.P.
219.	Adv. Pro. 10-04095	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.	DGAM Asset Allocation Fund L.P.
220.	Adv. Pro. 10-04095	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.	The Legacy Fund
221.	Adv. Pro. 10-04095	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.	UBS Fund Services (Cayman) Limited
222.	Adv. Pro. 10-04098	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Arbitrage SNC, et al.	BNP Paribas Arbitrage SNC
223.	Adv. Pro. 10-04099	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Private Bank and Trust Cayman Ltd., et al.	BNP Paribas Private Bank and Trust Cayman Ltd
224.	Adv. Pro. 10-04100	Fairfield Sentry Ltd. (In Liquidation), et al. v. Citivic Nominees Limited, et al.	Citivic Nominees Limited
225.	Adv. Pro. 10-04212	Fairfield Sentry Limited (In Liquidation), et al. v. Bank Morgan Stanley AG, et al.	Bank Morgan Stanley AG
226.	Adv. Pro. 10-04236	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nominees, et al.	Credit Suisse Nominees a/k/a Credit Suisse Nominees (Guernsey) Limited A/C Gib
227.	Adv. Pro. 10-04238	Fairfield Sentry Ltd. (In Liquidation), et al. v. Hansard Europe Limited, et al.	Hansard Europe DAC (sued as Hansard Europe Ltd.)
228.	Adv. Pro. 11-01242	Fairfield Sentry Ltd. (In Liquidation), et al. v. BGL BNP Paribas S.A., et al.	Banque Generale du Luxembourg (n/k/a BGL BNP Paribas S.A.)
229.	Adv. Pro. 11-01242	Fairfield Sentry Ltd. (In Liquidation), et al. v. BGL BNP Paribas S.A., et al.	BGL BNP Paribas S.A. (f/k/a Fortis Banque Luxembourg)
230.	Adv. Pro. 11-01243	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Julius Baer and Co. Ltd., Zurich, et al.	Bank Julius Baer & Co. Ltd.

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231.	Adv. Pro. 11-01244	Fairfield Sentry Ltd. (In Liquidation), et al. v. CA Indosuez (Switzerland) SA, et al.	CA Indosuez (Switzerland) S.A.
232.	Adv. Pro. 11-01245	Fairfield Sentry Ltd. (In Liquidation), et al. v. BP ALPHA S.A. n/k/a BP ALPHA (AGENTE DE VALORES S.A.), et al.	BP ALPHA S.A. n/k/a BP ALPHA (AGENTE DE VALORES S.A.)
233.	Adv. Pro. 11-01249	Fairfield Sentry Ltd. (In Liquidation), et al. v. Schroder & Co. Bank AG, et al.	Schroder & Co. Bank AG
234.	Adv. Pro. 11-01250	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Europe SE, Luxembourg Branch, et al.	UBS Europe SE, Luxembourg Branch
235.	Adv. Pro. 11-01253	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/SWEDCLIENT/IAM, et al.	Swedbank, erroneously sued as FS/Swedclient/IAM
236.	Adv. Pro. 11-01254	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/AEB Lux a/k/a American Express Bank (London), et al.	FS/AEB LUX a/k/a American Express Bank (London) a/k/a Standard Chartered PLC
237.	Adv. Pro. 11-01256	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque SCS Alliance SA, et al.	Banque SCS Alliance SA
238.	Adv. Pro. 11-01257	Fairfield Sentry Ltd. (In Liquidation), et al. v. Mirabaud & Cie a/k/a Mirabaud & Cie Banquiers Prives, et al.	Mirabaud & Cie SA (f/k/a Mirabaud & Cie a/k/a Mirabaud & Cie Banquiers Prives)
239.	Adv. Pro. 11-01258	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Ireland) Ltd., et al.	BP ALPHA n/k/a BP ALPHA (AGENTE DE VALORES S.A.)
240.	Adv. Pro. 11-01258	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Ireland) Ltd., et al.	UBS AG (sued as UBS Zurich)
241.	Adv. Pro. 11-01258	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Ireland) Ltd., et al.	UBS Fund Services (Ireland) Ltd.
242.	Adv. Pro. 11-01259	Fairfield Sentry Ltd. (In Liquidation), et al. v. Barclays Bank (Suisse) SA, et al.	Barclays Bank (Suisse) SA
243.	Adv. Pro. 11-01260	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/NBK Kuwait	National Bank of Kuwait S.A.K.
244.	Adv. Pro. 11-01263	Fairfield Sentry Ltd. (In Liquidation), et al. v. Clearstream Banking SA, et al.	Clearstream Banking SA

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245.	Adv. Pro. 11-01461	Fairfield Sentry Ltd. (In Liquidation), et al. v. Kenn and Melrose Investments Ltd., et al.	Caliber Investments Ltd.
246.	Adv. Pro. 11-01461	Fairfield Sentry Ltd. (In Liquidation), et al. v. Kenn and Melrose Investments Ltd., et al.	Melrose Investments Ltd.
247.	Adv. Pro. 11-01462	Fairfield Sentry Ltd. (In Liquidation), et al. v. Grand Cathay Securities (Hong Kong) Limited, et al.	KGI Asia Limited, as successor in interest to Grand Cathay Securities (Hong Kong) Limited
248.	Adv. Pro. 11-01463	Fairfield Sentry Ltd. (In Liquidation), et al. v. Merrill Lynch International, et al.	Merrill Lynch International
249.	Adv. Pro. 11-01464	Fairfield Sentry Ltd. (In Liquidation), et al. v. Natixis f/k/a IXIS Corporate and Investment Bank, et al.	Natixis S.A. (in its own capacity and as successor-in-interest of IXIS Corporate & Investment Bank)
250.	Adv. Pro. 11-01467	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/BK Hapoalim/b M Tel Aviv, et al.	Bank Hapoalim B.M.
251.	Adv. Pro. 11-01470	Fairfield Sentry Ltd. (In Liquidation), et al. v. Barfield Nominees Limited, et al.	Barfield Nominees Limited
252.	Adv. Pro. 11-01486	Fairfield Sentry Ltd. (In Liquidation), et al. v. Korea Exchange Bank	Korea Exchange Bank
253.	Adv. Pro. 11-01564	Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank Nominees (Jersey) Limited, et al.	Deutsche Bank Nominees (Jersey) Limited
254.	Adv. Pro. 11-01565	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/ING Lux, et al.	ING Luxembourg
255.	Adv. Pro. 11-01566	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/SG Private Banking (Lugano-Svizzera) SA, et al.	FS/SG Private Banking (Lugano-Svizzera) SA
256.	Adv. Pro. 11-01568	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bipielle Banke (Suisse) et al.	Bipielle Bank (Suisse) in Liquidation (sued as Bipielle Banke (Suisse))
257.	Adv. Pro. 11-01574	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bureau of Labor Insurance, et al.	Bureau of Labor Insurance
258.	Adv. Pro. 11-01575	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Industriel et Commercial Singapore Branch, et al.	Credit Industriel et Commercial Singapore Branch

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259.	Adv. Pro. 11-01577	Fairfield Sentry Ltd. (In Liquidation), et al. v. Cathay Life Insurance Co. Ltd, et al.	Cathay Life Insurance Company Limited.
260.	Adv. Pro. 11-01578	Fairfield Sentry Ltd. (In Liquidation), et al. v. NYROY, et al.	Royal Bank of Canada sued as "NYROY, Royal Bank of Canada"
261.	Adv. Pro. 11-01579	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Securities Nominees Ltd., et al.	BNP Paribas Securities Services Nominees Ltd.
262.	Adv. Pro. 11-01581	Fairfield Sentry Ltd. (In Liquidation), et al. v. Rahn & Bodmer Banquiers, et al.	Rahn & Bodmer Banquiers
263.	Adv. Pro. 11-01582	Fairfield Sentry Ltd. (In Liquidation), et al. v. Royal Bank of Canada Singapore Branch, et al.	Royal Bank of Canada Singapore Branch
264.	Adv. Pro. 11-01584	Fairfield Sentry Ltd. (In Liquidation), et al. v. Societe Generale Bank & Trust (Luxembourg), et al.	Societe Generale Bank & Trust (Luxembourg)
265.	Adv. Pro. 11-01585	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque de Reescompte et de Placement, et al.	Banque de Reescompte et de Placement aka BAREP
266.	Adv. Pro. 11-01586	Fairfield Sentry Ltd. (In Liquidation), et al. v. Swedbank, et al.	Swedbank
267.	Adv. Pro. 11-01587	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bie Bank & Trust Bahamas Ltd., et al.	Itaú Bank & Trust Bahamas Ltd. (sued as BIE Bank & Trust Bahamas Ltd.)
268.	Adv. Pro. 11-01589	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNY AIS Nominees Ltd., et al.	BNY AIS Nominees, Ltd.
269.	Adv. Pro. 11-01589	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNY AIS Nominees Ltd., et al.	Crèdit Andorrà / Crediinvest (not a juridical entity)
270.	Adv. Pro. 11-01591	Fairfield Sentry Ltd. (In Liquidation), et al. v. AllFunds Bank, et al.	AllFunds Bank
271.	Adv. Pro. 11-01591	Fairfield Sentry Ltd. (In Liquidation), et al. v. AllFunds Bank, et al.	NMAS1 Gestion SGIIC S.A.

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272.	Adv. Pro. 11-01592	Fairfield Sentry Ltd. (In Liquidation), et al. v. Cherwinka, et al.	Judith Cherwinka a/ka/ JudithCherwinka IRA and Beneficial Owners of Accounts Held in the Name of Judith Cherwinka
273.	Adv. Pro. 11-01594	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Guyerzeller Zurich, et al.	HSBC Guyerzeller Zurich a/k/a HSBC Guyerzeller Trust Company AG n/k/a HSBC Trust Company AG
274.	Adv. Pro. 11-01594	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Guyerzeller Zurich, et al.	Stanhope Capital (Switzerland) S.A.
275.	Adv. Pro. 11-01595	Fairfield Sentry Ltd. (In Liquidation), et al. v. KWI, et al.	KWI
276.	Adv. Pro. 11-01598	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque et Caisse D'epargne de L'Etat Lux, et al.	Banque et Caisse D'Epargne de L'Etat Luxembourg
277.	Adv. Pro. 11-01599	Fairfield Sentry Ltd. (In Liquidation), et al. v. Eduardo Fernandez de Valderrama Murillo, et al.	Eduardo Fernandez de Valderrama Murillo
278.	Adv. Pro. 11-01600	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/BBVA Zurich/Shares, et al.	BBVA Zurich/Shares
279.	Adv. Pro. 11-01601	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse AG Nassau Branch Wealth Management, et al.	Credit Suisse AG Nassau Branch Wealth Management
280.	Adv. Pro. 11-01604	Fairfield Sentry Ltd. (In Liquidation), et al. v. PFPC Bank Limited, et al.	BNY Mellon International Bank Ltd. f/k/a PFPC International Bank Ltd., PNC International Bank Limited and PFPC Bank Ltd
281.	Adv. Pro. 11-01610	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/Israel Discount Bank, Limited, Tel Aviv, et al.	FS/Israel Discount Bank, Limited, Tel Aviv, et al.
282.	Adv. Pro. 11-01613	Fairfield Sentry Ltd. (In Liquidation), et al. v. Pleasant T. Rowland Foundation Inc., et al.	Pleasant T. Rowland Foundation Inc.

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283.	Adv. Pro. 11-01614	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Bank Nederland NV, et al.	ABN AMRO Bank N.V. f/k/a Fortis Bank Nederland N.V.
284.	Adv. Pro. 11-01614	Fairfield Sentry Ltd. (In Liquidation), et al. v. IDF Global Fund, et al.	IDF Global Fund
285.	Adv. Pro. 11-01616	Fairfield Sentry Limited (In Liquidation), et al. v. Woori Bank, et al.	Woori Bank
286.	Adv. Pro. 11-01617	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Bank SA/NV, et al.	BNP Paribas Fortis
287.	Adv. Pro. 11-01760	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Vontobel AG, et al.	Bank Vontobel AG
288.	Adv. Pro. 11-02253	Fairfield Sentry Ltd. (In Liquidation), et al. v. Royal Bank of Canada a/k/a RBC Capital Markets Corporation, et al.	RBC Dominion Securities, Inc.
289.	Adv. Pro. 11-02253	Fairfield Sentry Ltd. (In Liquidation), et al. v. Royal Bank of Canada a/k/a RBC Capital Markets Corporation, et al.	Royal Bank of Canada a/k/a RBC Capital Markets Corporation
290.	Adv. Pro. 11-02422	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Global Custody Services N.V. n/k/a ABN AMRO, et al.	Fortis Bank (Nederland) N.V. n/k/a ABN AMRO Bank N.V.
291.	Adv. Pro. 11-02422	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Global Custody Services N.V. n/k/a ABN AMRO, et al.	Fortis Global Custody Services N.V. n/k/a ABN AMRO Global Custody Services N.V.
292.	Adv. Pro. 11-02440	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Sal. Oppenheim Jr. & Cie (Schweiz) AG a/k/a Bank Sal. Oppenheim Jr. & Cie, et al.	Deutsche Bank (Suisse) SA Geneve, Successor in Interest to Bank Sal. Oppenheim Jr. & Cie (Schweiz) AG A/K/A Bank Sal Oppenheim Jr. & CIE
293.	Adv. Pro. 11-02612	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nominees (Guernsey) Limited, et al.	Credit Suisse Nominees (Guernsey) Limited
294.	Adv. Pro. 11-02770	Fairfield Sentry Ltd. (In Liquidation), et al. v. Citigroup Global Markets Limited, et al.	Citigroup Global Markets Limited

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295.	Adv. Pro. 11-02771	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fullerton Capital PTE, Ltd., f/k/a Goldtree Invest, et al.	Fullerton Capital PTE, Ltd.
296.	Adv. Pro. 11-02772	Fairfield Sentry Ltd. (In Liquidation), et al. v. BankMed (Suisse) S.A. f/k/a Banque de la Mediterra, et al.	BankMed (Suisse) SA
297.	Adv. Pro. 11-02787	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Agricole Titres, et al.	CPR Online
298.	Adv. Pro. 11-02787	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Agricole Titres, et al.	Credit Agricole Titres
299.	Adv. Pro. 12-01123	Fairfield Sentry Ltd. (In Liquidation), et al. v. BANCA CARIGE SPA, et al.	Banca Carige S.P.A.
300.	Adv. Pro. 12-01124	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Itau Europa International, et al.	Banco Itaú International (f/k/a Banco Itaú Europa International)
301.	Adv. Pro. 12-01125	Fairfield Sentry Ltd. (In Liquidation), et al. v. Investec Bank (Switzerland) AG, et al.	Investec Bank (Switzerland) AG
302.	Adv. Pro. 12-01127	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nassau Branch Wealth Management a/k/a Credit Suisse Wealth Management Limited, et al.	Credit Suisse Nassau Branch Wealth Management a/k/a Credit Suisse Wealth Management Limited
303.	Adv. Pro. 12-01128	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Seoul Branch, Ltd	HSBC Seoul Branch, Ltd
304.	Adv. Pro. 12-01132	Fairfield Sentry Ltd. (In Liquidation), et al. v. RBC Dexia Investor Services Espana S.A.	Bancoval S.A. (f/k/a RBC Investor Services España S.A.), named as RBC Dexia Investor Services España S.A.RBC Investor Services España, S.A. (named as RBC Dexia Investor Services España, S.A.)
305.	Adv. Pro. 12-01140	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banca Cesare Ponti SPA, et al.	Banca Cesare Ponti S.P.A.
306.	Adv. Pro. 12-01142	Fairfield Sentry Ltd. (In Liquidation), et al. v. Citibank Korea Inc.	Citibank Korea Inc.

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307.	Adv. Pro. 12-01144	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Hapoalim BM, London, et al.	Bank Hapoalim B.M., London
308.	Adv. Pro. 12-01145	Fairfield Sentry Ltd. (In Liquidation), et al. v. Gates Charitable Trust, et al.	Gates Charitable Trust
309.	Adv. Pro. 12-01146	Fairfield Sentry Ltd. (In Liquidation), et al. v. Portobelo Advisors Inc., et al.	Portobelo Advisors Inc.
310.	Adv. Pro. 12-01147	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fair and Banque Degroof Petercam Luxembourg, S.A., et al.	Banque Degroof Petercam Luxembourg S.A.
311.	Adv. Pro. 12-01147	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fair and Banque Degroof Petercam Luxembourg, S.A., et al.	Fidessa Alpha Fund
312.	Adv. Pro. 12-01150	Fairfield Sentry Ltd. (In Liquidation), et al. V. Clarks Fork Foundation, et al.	Clarks Fork Foundation
313.	Adv. Pro. 12-01153	Fairfield Sentry Limited (in Liquidation), et al. v. Hua Nan Commercial Bank, et al.	Hua Nan Commercial Bank, Ltd.
314.	Adv. Pro. 12-01157	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Baring Brothers Sturdza SA f/k/a Banque Baring Brothers Suisse SA	Banque Baring Brothers Sturdza SA
315.	Adv. Pro. 12-01158	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/Bank Leumi Israel, et al.	FS/Bank Leumi Israel
316.	Adv. Pro. 12-01162	Fairfield Sentry Ltd. (In Liquidation), et al. v. Delta S.P.A., et al.	Delta S.P.A.
317.	Adv. Pro. 12-01164	Fairfield Sentry Ltd. (In Liquidation), et al. v. Public Bank (Hong Kong) Limited, et al.	Public Bank (Hong Kong) Limited
318.	Adv. Pro. 12-01164	Fairfield Sentry Ltd. (In Liquidation), et al. v. Public Bank (Hong Kong) Limited, et al.	Public Bank (Nominees) Limited
319.	Adv. Pro. 12-01185	Fairfield Sentry Ltd. (In Liquidation), et al. v. Hinduja Bank (Switzerland) SA, et al.	Hinduja Bank (Switzerland) SA f/k/a Amas Bank (Switzerland) Ltd., and Banca Commerciale Lugano
320.	Adv. Pro. 12-01187	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Havilland S.A., et al., f/k/a/ Banco Popolare di Verona e Novara Luxembourg S.A.	Banque Havilland S.A.

	Case No.	Case Name	Defendant Name
321.	Adv. Pro. 12-01265	Fairfield Sentry Ltd. (In Liquidation), et al. v. Barclays Bank SA Madrid, et al.	Barclays Bank SA Madrid
322.	Adv. Pro. 12-01270	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Securities (Panama) SA, et al.	HSBC Securities (Panama) SA f/k/a Banistmo Securities, Inc.
323.	Adv. Pro. 12-01271	Fairfield Sentry Ltd. (In Liquidation), et al. v. Hontai Life Insurance Company Limited, et al.	Hontai Life Insurance Company Limited
324.	Adv. Pro. 12-01286	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco General SA Banca Privada, et al.	Banco General SA Banca Privada
325.	Adv. Pro. 12-01289	Fairfield Sentry Ltd. (in Liquidation), et al. v. Dreadnought Finance OY, et al.	Dreadnought Finance OY
326.	Adv. Pro. 12-01290	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC International Trustee Limited, et al.	HSBC International Trustee Limited
327.	Adv. Pro. 12-01298	Fairfield Sentry Ltd. (In Liquidation), et al. v. Don Chimango SA, et al.	Cititrust (Bahamas) Limited
328.	Adv. Pro. 12-01301	Fairfield Sentry Ltd. (In Liquidation), et al. v. Unicorp Bank & Trust Limited, et al.	Itau Bank & Trust Cayman, Ltd. (f/k/a Unicorp Bank & Trust Limited)
329.	Adv. Pro. 12-01551	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Espana f/k/a Fortis Bank (Espana), et al.	BNP Paribas España
330.	Adv. Pro. 12-01555	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSH Nordbank Securities S.A., et al.	HSH Nordbank Securities S.A. n/k/a HCOB Securities S.A.
331.	Adv. Pro. 12-01555	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSH Nordbank Securities S.A., et al.	Wegelin & Company
332.	Adv. Pro. 12-01556	Fairfield Sentry Ltd. (In Liquidation), et al. v. Somers Nominees (Far East) Limited, et al.	HSBC Bank Bermuda Limited f/k/a The Bank of Bermuda Limited
333.	Adv. Pro. 12-01556	Fairfield Sentry Ltd. (In Liquidation), et al. v. Somers Nominees (Far East) Limited, et al.	Somers Nominees (Far East) Limited
334.	Adv. Pro. 12-01567	Fairfield Sentry Ltd. (In Liquidation), et al. v. First Gulf Bank, et al.	First Gulf Bank

	Case No.	Case Name	Defendant Name
335.	Adv. Pro. 12-01568	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Global Custody Services NV, et al.	ABN AMRO Global Custody Services N.V. (sued as Fortis Global Custody Services NV)
336.	Adv. Pro. 12-01569	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/GSCO London, et al.	Goldman Sachs & Co. LLC sued as GSCO London
337.	Adv. Pro. 12-01569	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/GSCO London, et al.	Goldman Sachs & Co. LLC sued as GSCO New York
338.	Adv. Pro. 12-01599	Fairfield Sentry Ltd. (In Liquidation), et al. v. Barclays Private Bank & Trust (Channel Islands) Limited, et al.	Barclays Private Bank & Trust (Channel Islands) Limited

# Appendix D Defendants Alleged to Have Invested in Sigma or Lambda

	Case No.	Case Name	Defendant Name
1.	Adv. Pro. 10-03503	Fairfield Sigma Limited (In Liquidation), et al. v. Tercas-Cassa Di Risparmio Della Provincia Di Teramo S.P.A., , et al.	Banca Popolare di Bari S.C.p.A in Amministrazione Straordinaria, as successor-in-interest to Tercas-Cassa Di Risparmio Della Provincia di Teramo S.P.A.
2.	Adv. Pro. 10-03504	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS ABN AMRO Global Custody, et al.	ABN AMRO Global Custody N.V. (sued as FS ABN AMRO Global Custody)
3.	Adv. Pro. 10-03509	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Santander (Suisse) S.A., et al.	Banco Santander International SA (f/k/a Banco Santander (Suisse) S.A.)
4.	Adv. Pro. 10-03513	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Syz & Co. S.A., et al.	Banque SYZ SA (f/k/a Banque Syz & Co. SA)
5.	Adv. Pro. 10-03515	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Bilbao Vizcaya Argentaria (Portugal) S.A., et al.	Banco Bilbao Vizcaya Argentaria S.A.
6.	Adv. Pro. 10-03595	Fairfield Sentry Ltd. (In Liquidation), et al. v. SG Private Banking (Suisse) SA, et al.	SG Private Banking (Suisse) SA
7.	Adv. Pro. 10-03616	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque de Luxembourg, et al.	Banque de Luxembourg
8.	Adv. Pro. 10-03620	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse International, et al.	Credit Suisse International
9.	Adv. Pro. 10-03621	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS Oddo & Cie, et al.	OAM
10.	Adv. Pro. 10-03621	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS Oddo & Cie, et al.	Oddo & Cie
11.	Adv. Pro. 10-03624	Fairfield Sentry Ltd. (In Liquidation), et al. v. Caceis Bank Luxembourg, et al.	Caceis Bank Luxembourg

	Case No.	Case Name	Defendant Name
12.	Adv. Pro. 10-03624	Fairfield Sentry Ltd. (In Liquidation), et al. v. Caceis Bank Luxembourg, et al.	Natixis S.A. or its predecessors in interest as the owner/operator of certain accounts named as defendants
13.	Adv. Pro. 10-03625	Fairfield Sentry Ltd. (In Liquidation), et al. v. EFG Bank, et al.	EFG Bank a/k/a EFG Bank AG and/or EFG Bank SA
14.	Adv. Pro. 10-03626	Fairfield Sentry Ltd. v. BNP Paribas Luxembourg SA a/k/a BGL BNP Paribas, et al.	BNP Paribas Luxembourg (a/k/a BGL BNP Paribas S.A.)
15.	Adv. Pro. 10-03627	Fairfield Sentry Ltd. v. BNP Paribas Securities Services Luxembourg, et al.	BNP Securities Services Luxembourg S.A.
16.	Adv. Pro. 10-03627	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Securities Services Luxembourg, et al.	Milan Clessidra a/k/a Clessidra SGR SpA
17.	Adv. Pro. 10-03627	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Securities Services Luxembourg, et al.	Rothschild & Cie Banque- EGA
18.	Adv. Pro. 10-03628	Fairfield Sentry Ltd. (In Liquidation), et al. v. Robinson & Co., et al.	Murdoch & Co.
19.	Adv. Pro. 10-03628	Fairfield Sentry Ltd. (In Liquidation), et al. v. Robinson & Co., et al.	Robinson &. Co.
20.	Adv. Pro. 10-03630	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Securities Services (Luxembourg) SA, et al.	HSBC Securities Services (Luxembourg) SA
21.	Adv. Pro. 10-03630	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Securities Services (Luxembourg) SA, et al.	Private-Space Ltd.
22.	Adv. Pro. 10-03632	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/Andbanc Andorra, et al.	ANDBanc Andorra a/k/a Andorra Banc Agricol Reig, S.A.
23.	Adv. Pro. 10-03633	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Private Bank Suisse SA, et al.	HSBC Private Bank Suisse SA
24.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	"HSBC" <sup>1</sup>

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The party sued here as "HSBC" is a nonexistent entity, and there is no concession to the contrary by submitting this filing.

	Case No.	Case Name	Defendant Name
25.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Allianzbank SPA/Unifortune Conservative Side Pocket
26.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banca Arner S.A.
27.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banca Unione di Credito
28.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Bank J. Safra Sarasin AG, f/k/a Bank Sarasin & Cie
29.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Bank Julius Baer & Co. Ltd.
30.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Cantonale Vaudoise
31.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Internationale à Luxembourg SA f/k/a Dexia Banque Internationale à Luxembourg SA
32.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Pictet & Cie SA
33.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BBVA (Suisse) SA
34.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BCV AMC Defensive Alt Fund
35.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA
36.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA Ex Fortis (n/k/a BNP Paribas (Suisse) SA)
37.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA Private (n/k/a BNP Paribas (Suisse) SA)
38.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BSI AG

	Case No.	Case Name	<b>Defendant Name</b>
39.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BSI Ex Banca Del Gottardo
40.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Caceis Bank Luxembourg
41.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Centrum Bank AG (AMS)
42.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Compagnie Bancaire Helvetique
43.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Corner Banca SA
44.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Dresdner Bank Schweiz n/k/a LGT Bank (Switzerland) Ltd.
45.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Edmond de Rothschild (Suisse) SA (sued as Sella Bank AG)
46.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	EFG Bank S.A. Switzerland (n/k/a EFG Bank)
47.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	EFG Eurofinanciere D'Invest MCL (n/k/a EFG Bank (Monaco))
48.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Falcon Private Bank
49.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Finter Bank Zurich
50.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	IHAG Handelsbank AG
51.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	InCore Bank AG
52.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	LGT Bank in Liechtenstein AG n/k/a LGT Bank AG

	Case No.	Case Name	<b>Defendant Name</b>
53.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Liechtensteinische Landesbank AG (sued as Liechtensteinische LB AMS)
54.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Lombard Odier Darier Hentsch & Cie
55.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	PKB Privatbank AG
56.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Bank AG Zurich (Dublin) a/k/a Rothschild Bank AG
57.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Bank Geneva (Dublin) (as incorrectly named in complaint; should be Edmond de Rothschild (Suisse) SA)
58.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Lugano Dublin a/k/a Banca Privata Edmond de Rothschild Lugano SA
59.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	SIS Seeganintersettle
60.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	SIX SIS Ltd.
61.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	UBS AG (sued as UBS AG Zurich and UBS AG New York)
62.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	UBS Jersey Nominees Limited (sued as UBS Jersey Nominees)
63.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Unifortune Conservative Side Pocket (not a juridical entity)

	Case No.	Case Name	Defendant Name
64.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Union Bancaire Privée, UBP SA (sued as ABN AMRO Schweiz AG a/k/a ABN AMRO (Switzerland) AG)
65.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Verwaltungs und Privat- Bank AG Aktiengesellschaft n/k/a VP Bank AG
66.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	"HSBC" <sup>2</sup>
67.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Allianzbank SPA/Unifortune Conservative Side Pocket
68.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banca Arner S.A.
69.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banca Unione di Credito
70.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Bank J. Safra Sarasin AG, f/k/a Bank Sarasin & Cie
71.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Bank Julius Baer & Co. Ltd.
72.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Bank Leumi le-Israel B.M.
73.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Cantonale Vaudoise
74.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Internationale à Luxembourg SA f/k/a Dexia Banque Internationale à Luxembourg SA
75.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Pictet & Cie SA

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The party sued here as "HSBC" is a nonexistent entity, and there is no concession to the contrary by submitting this filing.

	Case No.	Case Name	<b>Defendant Name</b>
76.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BBVA (Suisse) SA
77.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BCV AMC Defensive Alt Fund
78.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA
79.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA Ex Fortis (n/k/a BNP Paribas (Suisse) SA)
80.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA Private (n/k/a BNP Paribas (Suisse) SA)
81.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BSI AG
82.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BSI Ex Banca Del Gottardo
83.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Caceis Bank Luxembourg
84.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Centrum Bank AG (AMS)
85.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Compagnie Bancaire Helvetique
86.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Corner Banca SA
87.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Dresdner Bank Schweiz n/k/a LGT Bank (Switzerland) Ltd.
88.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Edmond de Rothschild (Suisse) SA (sued as Sella Bank AG)
89.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	EFG Bank S.A. Switzerland (n/k/a EFG Bank)

	Case No.	Case Name	<b>Defendant Name</b>
90.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	EFG Eurofinanciere D'Invest MCL (n/k/a EFG Bank (Monaco))
91.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Falcon Private Bank
92.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Finter Bank Zurich
93.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	IHAG Handelsbank AG
94.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	InCore Bank AG
95.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	LGT Bank in Liechtenstein AG n/k/a LGT Bank AG
96.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Liechtensteinische Landesbank AG (sued as Liechtensteinische LB AMS)
97.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Lombard Odier Darier Hentsch & Cie
98.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	PKB Privatbank AG
99.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Bank AG Zurich (Dublin) a/k/a Rothschild Bank AG
100.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Bank Geneva (Dublin) (as incorrectly named in complaint; should be Edmond de Rothschild (Suisse) SA)
101.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Lugano Dublin a/k/a Banca Privata Edmond de Rothschild Lugano SA
102.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	SIS Seeganintersettle

	Case No.	Case Name	Defendant Name
103.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	SIX SIS Ltd.
104.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Societe Generale Bank & Trust
105.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	UBS AG (sued as UBS AG Zurich and UBS AG New York)
106.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	UBS Jersey Nominees Limited (sued as UBS Jersey Nominees)
107.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Unifortune Conservative Side Pocket (not a juridical entity)
108.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Union Bancaire Privée, UBP SA (sued as ABN AMRO Schweiz AG a/k/a ABN AMRO (Switzerland) AG)
109.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Verwaltungs und Privat- Bank AG Aktiengesellschaft n/k/a VP Bank AG
110.	Adv. Pro. 10-03640	Fairfield Sentry Ltd. (In Liquidation), et al. v. Citibank (Switzerland) AG, et al.	Citibank (Switzerland) AG
111.	Adv. Pro. 10-03745	Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank (Suisse) SA Geneve, et al.	Deutsche Bank (Suisse) SA Geneve
112.	Adv. Pro. 10-03750	Fairfield Sentry Ltd. (In Liquidation), et al. v. Blubank Ltd., et al.	Blubank Ltd. n/k/a Inteligo Bank Ltd.
113.	Adv. Pro. 10-03755	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Itau Europa Luxembourg SA, et al.	Banco Itau Europa Luxembourg SA
114.	Adv. Pro. 10-03756	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/CBESSA, et al.	FS/CBESSA a/k/a/ Banque Privee Espirito Santo SA f/k/a Compagnie Bancaire Espirito Santo SA

	Case No.	Case Name	Defendant Name
115.	Adv. Pro. 10-03757	Fairfield Sentry Ltd. (In Liquidation), et al. v. SNS Global Custody B.V. a/k/a SNS Bank N.V., et al.	SNS Global Custody B.V. a/k/a SNS Bank N.V.
116.	Adv. Pro. 10-03764	Fairfield Sigma Ltd. (In Liquidation), et al. v. Pictet & Cie, et al.	Banque Pictet & Cie SA
117.	Adv. Pro. 10-03786	Fairfield Sentry Ltd. (In Liquidation), et al. v. SG Private Banking (Suisse) SA, et al.	SG Private Banking (Suisse) SA
118.	Adv. Pro. 10-03788	Fairfield Sentry Ltd. (In Liquidation), et al. v. Merrill Lynch Bank (Suisse) SA, et al.	Merrill Lynch Bank (Suisse) SA
119.	Adv. Pro. 10-03791	Fairfield Sigma Ltd. (In Liquidation), et al. v. Monte Paschi Ireland Ltd., et al.	Monte Paschi Ireland Ltd.
120.	Adv. Pro. 10-03793	Fairfield Sentry Ltd. (In Liquidation), et al. v. Nomura International PLC, et al.	Nomura International PLC
121.	Adv. Pro. 10-03795	Fairfield Sentry Ltd. (In Liquidation), et al. v. Lombard Odier Darier Hentsch & Cie, et al.	Lombard Odier Darier Hentsch & Cie
122.	Adv. Pro. 10-03801	Fairfield Sentry Ltd. (In Liquidation), et al. v. ING Bank (Suisse) SA, as predecessor to Bank Julius Baer & Co. Ltd., et al.	ING Bank (Suisse) SA, as predecessor to Bank Julius Baer & Co. Ltd.
123.	Adv. Pro. 10-03864	Fairfield Sentry Ltd. (In Liquidation), et al. v. Natixis Private Banking International SA - Client Account, et al.	Natixis Wealth Management Luxembourg, formerly known as Natixis Private Banking International S.A.
124.	Adv. Pro. 10-03867	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS Stichting Stroeve Global Custody, et al.	Stichting Stroeve Global Custody
125.	Adv. Pro. 10-03868	Fairfield Sentry Ltd. (In Liquidation), et al. v. Kredietbank SA Luxembourgeoise, et al.	Clearstream
126.	Adv. Pro. 10-03868	Fairfield Sentry Ltd. (In Liquidation), et al. v. Kredietbank SA Luxembourgeoise, et al.	Kredietbank SA Luxembourgeoise
127.	Adv. Pro. 10-03869	Fairfield Sentry Ltd. (In Liquidation), et al. v. Six Sis AG/CH104026, et al.	SIX SIS AG
128.	Adv. Pro. 10-04088	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse (Luxembourg) SA, et al.	Credit Suisse (Luxembourg) SA
129.	Adv. Pro. 10-04089	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Inversis SA, et al.	Banco Inversis S.A.

	Case No.	Case Name	Defendant Name
130.	Adv. Pro. 10-04090	Fairfield Sentry Ltd. (In Liquidation), et al. v. Dexia BIL for Customer Account, et al.	Banque Internationale à Luxembourg SA f/k/a Dexia Banque Internationale à Luxembourg SA
131.	Adv. Pro. 10-04090	Fairfield Sentry Ltd. (In Liquidation), et al. v. Dexia BIL for Customer Account, et al.	Candriam World Alternative (F/K/A Dexia World Alternative)
132.	Adv. Pro. 10-04091	Fairfield Sentry Ltd. (In Liquidation), et al. v. Dexia Private Bank (Switzerland), et al.	Banque Internationale à Luxembourg (Suisse) SA f/k/a Dexia Private Bank (Switzerland) SA
133.	Adv. Pro. 10-04212	Fairfield Sentry Limited (In Liquidation), et al. v. Bank Morgan Stanley AG, et al.	Bank Morgan Stanley AG
134.	Adv. Pro. 10-04236	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nominees, et al.	Credit Suisse Nominees a/k/a Credit Suisse Nominees (Guernsey) Limited A/C Gib
135.	Adv. Pro. 10-04238	Fairfield Sentry Ltd. (In Liquidation), et al. v. Hansard Europe Limited, et al.	Hansard Europe DAC (sued as Hansard Europe Ltd.)
136.	Adv. Pro. 11-01242	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/Fortis Banque Luxembourg, et al.	Banque Generale du Luxembourg (n/k/a BGL BNP Paribas S.A.)
137.	Adv. Pro. 11-01242	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/Fortis Banque Luxembourg, et al.	BGL BNP Paribas (f/k/a Fortis Banque Luxembourg)
138.	Adv. Pro. 11-01243	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Julius Baer and Co. Ltd., Zurich, et al.	Bank Julius Baer & Co. Ltd.
139.	Adv. Pro. 11-01244	Fairfield Sentry Ltd. (In Liquidation), et al. v. CA Indosuez (Switzerland) SA, et al.	CA Indosuez (Switzerland) S.A.
140.	Adv. Pro. 11-01249	Fairfield Sentry Ltd. (In Liquidation), et al. v. Schroder & Co. Bank AG, et al.	Schroder & Co. Bank AG
141.	Adv. Pro. 11-01250	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Europe SE, Luxembourg Branch, et al.	UBS Europe SE, Luxembourg Branch

	Case No.	Case Name	Defendant Name
142.	Adv. Pro. 11-01254	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/AEB Lux a/k/a American Express Bank (London), et al.	FS/AEB LUX a/k/a American Express Bank (London) a/k/a Standard Chartered PLC
143.	Adv. Pro. 11-01257	Fairfield Sentry Ltd. (In Liquidation), et al. v. Mirabaud & Cie a/k/a Mirabaud & Cie Banquiers Prives, et al.	Mirabaud & Cie SA (f/k/a Mirabaud & Cie a/k/a Mirabaud & Cie Banquiers Prives)
144.	Adv. Pro. 11-01258	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Ireland) Ltd., et al.	BP ALPHA n/k/a BP ALPHA (AGENTE DE VALORES S.A.)
145.	Adv. Pro. 11-01258	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Ireland) Ltd., et al.	UBS AG (sued as UBS Zurich)
146.	Adv. Pro. 11-01258	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Ireland) Ltd., et al.	UBS Fund Services (Ireland) Ltd.
147.	Adv. Pro. 11-01259	Fairfield Sentry Ltd. (In Liquidation), et al. v. Barclays Bank (Suisse) SA, et al.	Barclays Bank (Suisse) SA
148.	Adv. Pro. 11-01263	Fairfield Sentry Ltd. (In Liquidation), et al. v. Clearstream Banking SA, et al.	Clearstream Banking SA
149.	Adv. Pro. 11-01460	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/LAB/AXA PM, et al.	Architas (LAB/AXA PM)
150.	Adv. Pro. 11-01462	Fairfield Sentry Ltd. (In Liquidation), et al. v. Grand Cathay Securities (Hong Kong) Limited, et al.	KGI Asia Limited, as successor in interest to Grand Cathay Securities (Hong Kong) Limited
151.	Adv. Pro. 11-01463	Fairfield Sentry Ltd. (In Liquidation), et al. v. Merrill Lynch International, et al.	Merrill Lynch International
152.	Adv. Pro. 11-01565	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/ING Lux, et al.	ING Luxembourg
153.	Adv. Pro. 11-01566	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/SG Private Banking (Lugano-Svizzera) SA, et al.	FS/SG Private Banking (Lugano-Svizzera) SA
154.	Adv. Pro. 11-01568	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bipielle Bank (Suisse) et al.	Bipielle Bank (Suisse) in Liquidation (sued as Bipielle Banke (Suisse))

	Case No.	Case Name	Defendant Name
155.	Adv. Pro. 11-01569	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Degroof Bruxelles, et al.	Banque Degroof Bruxelles a/k/a Banque Degroof SA Bruxelles
156.	Adv. Pro. 11-01579	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Securities Nominees Ltd., et al.	BNP Paribas Securities Services Nominees Ltd.
157.	Adv. Pro. 11-01581	Fairfield Sentry Ltd. (In Liquidation), et al. v. Rahn & Bodmer Banquiers, et al.	Rahn & Bodmer Banquiers
158.	Adv. Pro. 11-01591	Fairfield Sentry Ltd. (In Liquidation), et al. v. AllFunds Bank, et al.	AllFunds Bank
159.	Adv. Pro. 11-01591	Fairfield Sentry Ltd. (In Liquidation), et al. v. AllFunds Bank, et al.	NMAS1 Gestion SGIIC S.A.
160.	Adv. Pro. 11-01596	Fairfield Sentry Ltd. (In Liquidation), et al. v. Kefong Lee, And Beneficial Owners Of Accounts Held In The Name Of Kefong Lee 1- 1000	Kefong Lee
161.	Adv. Pro. 11-01604	Fairfield Sentry Ltd. (In Liquidation), et al. v. PFPC Bank Limited, et al.	BNY Mellon International Bank Ltd. f/k/a PFPC International Bank Ltd., PNC International Bank Limited and PFPC Bank Ltd
162.	Adv. Pro. 11-01610	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/Israel Discount Bank, Limited, Tel Aviv, et al.	FS/Israel Discount Bank, Limited, Tel Aviv, et al.
163.	Adv. Pro. 11-01615	Fairfield Sigma Limited (In Liquidation), et al. v. Société Européenne de Banque S.A., et al.	Intesa Sanpaolo Bank Luxembourg SA (formerly known as Société Européenne de Banque S.A.)
164.	Adv. Pro. 11-01619	Fairfield Sentry Ltd. (In Liquidation), et al. v. NBP Titres, et al.	Natixis S.A., of which EuroTitres (incorrectly named in the complaint as "NBP Titres") is a division
165.	Adv. Pro. 11-02422	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Global Custody Services N.V. n/k/a ABN AMRO, et al.	Fortis Bank (Nederland) N.V. n/k/a ABN AMRO Bank N.V.

	Case No.	Case Name	Defendant Name
166.	Adv. Pro. 11-02422	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Global Custody Services N.V. n/k/a ABN AMRO, et al.	Fortis Global Custody Services N.V. n/k/a ABN AMRO Global Custody Services N.V.
167.	Adv. Pro. 11-02440	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Sal. Oppenheim Jr. & Cie (Schweiz) AG a/k/a Bank Sal. Oppenheim Jr. & Cie, et al.	Deutsche Bank (Suisse) SA Geneve, Successor in Interest to Bank Sal. Oppenheim Jr. & Cie (Schweiz) AG A/K/A Bank Sal Oppenheim Jr. & CIE
168.	Adv. Pro. 11-02533	Fairfield Sigma Ltd. (In Liquidation), et al. v. Kas Depository Trust Co., et al.	KAS Bank N.V.
169.	Adv. Pro. 11-02533	Fairfield Sigma Ltd. (In Liquidation), et al. v. Kas Depository Trust Co., et al.	KAS Depositary Trust Company a/k/a KAS BANK Effectenbewaarbedrijf N.V.
170.	Adv. Pro. 11-02772	Fairfield Sentry Ltd. (In Liquidation), et al. v. BankMed (Suisse) S.A. f/k/a Banque de la Mediterra, et al.	BankMed (Suisse) SA
171.	Adv. Pro. 11-02787	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Agricole Titres, et al.	CPR Online
172.	Adv. Pro. 11-02787	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Agricole Titres, et al.	Credit Agricole Titres
173.	Adv. Pro. 12-01124	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Itau Europa International, et al.	Banco Itaú International (f/k/a Banco Itaú Europa International)
174.	Adv. Pro. 12-01125	Fairfield Sentry Ltd. (In Liquidation), et al. v. Investec Bank (Switzerland) AG, et al.	Investec Bank (Switzerland) AG
175.	Adv. Pro. 12-01129	Fairfield Sentry Ltd. (In Liquidation), et al. v. Catalunya Caixa F/K/A Caixa Catalunya A/K/A Caixa D'Estalvis de Catalunya, et al.	Catalunya Caixa F/K/A Caixa Catalunya A/K/A Caixa D'Estalvis de Catalunya

	Case No.	Case Name	Defendant Name
176.	Adv. Pro. 12-01132	Fairfield Sentry Ltd. (In Liquidation), et al. v. RBC Dexia Investor Services España S.A., et al.	Bancoval S.A. (f/k/a RBC Investor Services España S.A.), named as RBC Dexia Investor Services España S.A.
177.	Adv. Pro. 12-01134	Fairfield Sentry Ltd. (In Liquidation), et al. v. SEI Investments Trustee and Custodial Services (Ireland) Ltd. Nominee A/C 1, et al.	Millennium Multi- Strategy Fund
178.	Adv. Pro. 12-01134	Fairfield Sentry Ltd. (In Liquidation), et al. v. SEI Investments Trustee and Custodial Services (Ireland) Ltd. Nominee A/C 1, et al.	SEI Investments Trustee and Custodial Services (IRELAND) Ltd
179.	Adv. Pro. 12-01135	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank of Ireland Nominees Limited, et al.	Bank of Ireland Nominees Limited now known as Northern Trust Nominees (Ireland) Limited
180.	Adv. Pro. 12-01136	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bred Banque Populaire, et al.	BRED Banque Populaire
181.	Adv. Pro. 12-01147	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fair and Banque Degroof Petercam Luxembourg, S.A., et al.	Banque Degroof Petercam Luxembourg S.A.
182.	Adv. Pro. 12-01147	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fair and Banque Degroof Petercam Luxembourg, S.A., et al.	Fidessa Alpha Fund
183.	Adv. Pro. 12-01148	Fairfield Sigma Ltd. (In Liquidation), et al. v. Banca Popolare Dell'Alto Adige Soc. Coop. Resp. Lim., et al.	Banca Popolare dell'Alto Adige S.p.A.
184.	Adv. Pro. 12-01157	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Baring Brothers Sturdza SA f/k/a Banque Baring Brothers Suisse SA	Banque Baring Brothers Sturdza SA
185.	Adv. Pro. 12-01163	Fairfield Sigma Ltd. (In Liquidation), et al. v. Kasbank Effecten Bewaarbedrijf N.V., et al.	KAS Depositary Trust Company a/k/a KAS BANK Effectenbewaarbedrijf N.V.

	Case No.	Case Name	Defendant Name
186.	Adv. Pro. 12-01185	Fairfield Sentry Ltd. (In Liquidation), et al. v. Hinduja Bank (Switzerland) SA, et al.	Hinduja Bank (Switzerland) SA f/k/a Amas Bank (Switzerland) Ltd., and Banca Commerciale Lugano
187.	Adv. Pro. 12-01265	Fairfield Sentry Ltd. (In Liquidation), et al. v. Barclays Bank SA Madrid, et al.	Barclays Bank SA Madrid
188.	Adv. Pro. 12-01272	Fairfield Sigma Ltd. (In Liquidation), et al. v. Schroders Italy SIM SPA, et al.	Schroders Italy SIM SpA
189.	Adv. Pro. 12-01285	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banca Profilo SPA, et al.	Banca Profilo SPA
190.	Adv. Pro. 12-01555	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSH Nordbank Securities S.A., et al.	HSH Nordbank Securities S.A. n/k/a HCOB Securities S.A.
191.	Adv. Pro. 12-01555	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSH Nordbank Securities S.A., et al.	Wegelin & Company
192.	Adv. Pro. 12-01569	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/GSCO London, et al.	Goldman, Sachs & Co. LLC sued as GSCO London
193.	Adv. Pro. 12-01569	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/GSCO London, et al.	Goldman, Sachs & Co. LLC sued as GSCO New York

#### Appendix E

Defendants That Qualify as Covered Entities Under Section 546(e): Financial Institutions and Stockbrokers<sup>1</sup>

This Appendix does not list Defendants who qualify as covered financial institutions solely on the basis that they are "customers" of a financial institution. This Appendix further does not list Defendants who qualify as covered financial institutions or stockbrokers but are not in a position to demonstrate that Covered Entity status by judicially noticeable proof. Those Defendants fully reserve their right to make such a showing at such later time as might be appropriate.

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### Appendix E1 United States

#### **Financial Institutions**

- American Express Bank, n/k/a Standard Chartered International (USA) Ltd.
- Banco Itaú International (f/k/a Banco Itaú Europa International)
- Banco Itaú International (f/k/a Bank Boston International)
- Bank of America National Trust and Savings Association
- BBVA Miami
- Brown Brothers Harriman & Co.
- Citibank NA London
- Credit Agricole (Miami)
- Credit Lyonnais Miami n/k/a Credit Lyonnais S.A. Miami
- Deutsche Bank Trust Company Americas
- HSBC Bank USA
- Safra National Bank of New York

- Goldman Sachs & Co. LLC sued as GSCO New York and GSCO London
- Merrill, Lynch, Pierce, Fenner & Smith, Inc.

## Appendix E2 Ireland

- Citco Bank Nederland N.V. Dublin Branch<sup>2</sup>
- Hansard Europe DAC
- PFPC Bank Ltd. / BNY Mellon International Ltd
- Zurich Capital Markets Company

Not a defendant in the Actions in Exhibit A, but certain transfers were allegedly made "for the benefit of" customers of this Covered Entity in Adv. Pro. 10-3635 and 10-3636, as described in Section I.D of the Consolidated Brief.

### Appendix E3 Switzerland

- Banca Arner
- Banca Privata Edmond de Rothschild Lugano S.A., incorrectly named in complaint as Rothschild Lugano Dublin
- Banca Unione di Credito
- Banco Santander International SA (f/k/a Banco Santander (Suisse) S.A.)
- Bank J. Safra Sarasin AG, f/k/a Bank Sarasin & Cie
- Bank Julius Baer & Co. Ltd.
- Bank Vontobel
- BankMed (Suisse) SA
- Banque Baring Brothers Sturdza SA
- Banque Cantonale Vaudoise
- Banque Internationale à Luxembourg SA f/k/a Dexia Banque Internationale à Luxembourg SA
- Banque Pictet & Cie SA
- Banque Piguet & Cie SA
- Banque SYZ SA (f/k/a Banque Syz & Co. SA)
- Banque SYZ SA (Royal Bank of Canada (Suisse))
- Banque SYZ SA as successor to Royal Bank of Canada (Suisse) S.A.
- Barclays Bank (Suisse) SA
- BBVA SA (f/k/a BBVA (Suiza) SA, a/k/a BBVA (Suisse) SA) (also sued as "BBVA Zurich/Shares")
- Bipielle Bank (Suisse) in Liquidation
- BNP Paribas (Suisse) SA
- BNP Paribas (Suisse) SA Ex Fortis (n/k/a BNP Paribas (Suisse) SA)
- BNP Paribas (Suisse) SA Private (n/k/a BNP Paribas (Suisse) SA)
- Bordier & Cie
- BSI AG
- BSI Ex Banca Del Gottardo
- CBH Compagnie Bancaire Helvetique SA

- Citibank (Switzerland) AG
- Clariden Leu Ltd.
- Compagnie Bancaire Espirito Bancaire SA, a/k/a Banque Privée Espírito Santo S.A (in liquidation)
- Corner Banca SA
- Coutts & Co AG (f/k/a RBS Coutts Bank, Ltd.)
- CA Indosuez (Switzerland) S.A.
- Credit Suisse AG Zurich
- Deutsche Bank (Suisse) SA
- Deutsche Bank (Suisse) SA as successor to Bank Sal. Oppenheim Jr. & Cie (Schweiz) AG a/k/a Bank Sal. Oppenheim Jr. & CIE
- Dresdner Bank Schweiz
- Edmond de Rothschild (Suisse) S.A. sued as Sella Bank
- Edmond de Rothschild (Suisse) S.A., incorrectly named in complaint as Rothschild Bank (Dublin)
- EFG Bank a/k/a EFG Bank AG and/or EFG Bank SA
- EFG Bank S.A. Switzerland (n/k/a EFG Bank)
- EFG Private Bank S.A. (n/k/a EFG Bank)
- Falcon Private Bank
- Finter Bank Zurich
- FS/SG Private Banking (Lugano-Svizzera) SA
- Hapoalim (Switzerland), Ltd.
- Hinduja Bank (Switzerland) SA f/k/a Amas Bank (Switzerland) Ltd., and Banca Commerciale Lugano
- HSBC Guyerzeller Zurich a/k/a HSBC Guyerzeller Trust Company AG n/k/a HSBC Trust Company AG
- HSBC Private Bank Suisse SA
- IHAG Handelsbank AG
- InCore Bank AG
- ING Bank (Suisse) SA, as predecessor to Bank Julius Baer & Co. Ltd.
- Investec Bank (Switzerland) AG
- Lloyds TSB Bank Geneva (now known as Lloyds TSB Bank, plc)
- Lombard Odier Darier Hentsch & Cie

- Merrill Lynch Bank (Suisse) SA
- Mirabaud & Cie SA (f/k/a Mirabaud & Cie a/k/a Mirabaud & Cie Banquiers Prives)
- NBK Banque Prive (Suisse) S.A.
- PKB Privatbank AG
- Rahn & Bodmer Banquiers
- Schroder & Co. Bank AG
- SG Private Banking (Suissse) S.A.
- SIS SEEGANINTERSETTLE
- SIX SIS AG
- SIX SIS Ltd.
- UBS AG (sued as UBS Zurich, UBS AG Zurich and UBS AG New York)
- Union Bancaire Privée, UBP SA (sued as ABN AMRO Schweiz AG a/k/a ABN AMRO (Switzerland) AG)
- Wegelin & Company
- Zurich Capital Markets Company

#### Appendix E4 Luxembourg

#### **Financial Institutions**

- Banco Itau Europa Luxembourg
- Banque de Luxembourg
- Banque Degroof Petercam Luxembourg S.A.
- Banque et Caisse D'Epargne de L'Etat Luxembourg
- Banque Generale du Luxembourg (n/k/a BGL BNP Paribas S.A.)
- Banque Havilland S.A.
- Banque Internationale à Luxembourg SA f/k/a Dexia Banque Internationale à Luxembourg SA
- Banque Privée Edmond de Rothschild Europe
- BGL BNP Paribas S.A. (f/k/a FS/Fortis Banque Luxembourg)
- BNP Paribas Luxembourg (a/k/a BGL BNP Paribas S.A.)
- Caceis Bank Luxembourg
- Candriam World Alternative (F/K/A Dexia World Alternative)
- Clearstream Banking SA
- Credit Suisse (Luxembourg) SA
- HSBC Securities Services (Luxembourg) SA
- HSH Nordbank Securities S.A. n/k/a HCOB Securities S.A.
- ING Luxembourg
- Intesa Sanpaolo Bank Luxembourg SA (formerly known as Société Européenne de Banque S.A.)
- Natixis Wealth Management Luxembourg, formerly known as Natixis Private Banking International S.A.
- RBC Investor Services Bank S.A.
- Societe General Bank & Trust (Luxembourg)
- UBS Europe SE, Luxembourg Branch

#### Stockbrokers

BNP Paribas Securities Services Luxembourg S.A.

#### Appendix E5 France

#### **Financial Institutions**

- Banque de Reescompte et de Placement
- BRED Banque Populaire
- Caceis Bank Ex Ixis Is
- Credit Lyonnais n/k/a LCL-LE Credit Lyonnais S.A.
- Natixis S.A. (in its own capacity and as successor in-interest to IXIS Corporate & Investment Bank)
- Oddo & Cie
- OAM (Oddo Asset Management) as custodian
- Rothschild Bank & Co. Bank AG
- VEGA Investment Managers, formerly known as IXIS Private Capital Management ("IPCM")

- Oddo & Cie
- BNP Paribas Arbitrage SNC

#### Appendix E6 Channel Islands

#### **Financial Institutions**

- Barclays Private Bank & Trust (Channel Islands) Limited
- Credit Suisse Nominees a/k/a Credit Suisse Nominees (Guernsey) Limited A/C Gib (also named herein as Credit Suisse Nominees (Guernsey) Limited)
- Deutsche Bank Nominees (Jersey) Limited
- HSBC Private Bank (C.I.) Limited
- HSBC Private Bank (Guernsey) Ltd. a/k/a HSBC Republic Bank (Guernsey) Ltd. n/k/a HSBC Private Bank (C.I.) Limited
- HSBC Private Banking Nom a/k/a HSBC Private Banking Nominee 1 (Jersey) Ltd. n/k/a Republic Nominees Limited
- Republic Nominees Limited
- SCB Nominees (CI) Ltd.
- UBS Jersey Nominees Limited (sued as UBS Jersey Nominees)

- Collins Stewart (CI) Limited
- Fund Nominees Limited

### Appendix E7 Italy

- Allianz Bank Financial Advisors SpA
- Banca Carige S.P.A.
- Banca Cesare Ponti S.P.A.
- Banca Popolare dell'Alto Adige S.p.A.
- Banca Popolare di Bari S.C.p.A. in Amministrazione Straordinaria, successor-in-interest to Tercas-Cassa di Risparmio Della Provincia di Teramo S.P.A
- Banca Profilo SpA
- Milan Clessidra a/k/a Clessidra SGR SpA
- Schroders Italy SIM SpA
- Unifortune Conservative Side Pocket (not a juridical entity)

#### Appendix E8 United Kingdom

#### **Financial Institutions**

- American Express Bank (London), f/k/a American Express Bank Ltd., n/k/a Standard Chartered Bank
- Bank Hapoalim B.M., London
- Citivic Nominees Limited
- Credit Suisse International
- Nomura International PLC

- Citigroup Global Markets Limited
- Merrill Lynch International

#### Appendix E9 Spain

- AllFunds Bank
- Banco Bilbao Vizcaya Argentaria, S.A.
- Banco Inversis S.A.
- Barclays Bank SA Madrid
- Catalunya Caixa f/k/a Caixa Catalunya a/k/a Caixa D'Estalvis de Catalunya
- NMAS1 Gestion SGIIC S.A.
- BNP Paribas España

#### Appendix E10 Cayman Islands

- BBVA Grand Cayman
- BNP Paribas Private Bank and Trust Cayman Ltd
- Deutsche Bank (Cayman) Limited
- Itau Bank & Trust Cayman, Ltd. (f/k/a Unicorp Bank & Trust Limited)
- UBS Fund Services (Cayman) Limited

#### Appendix E11 Hong Kong

#### **Financial Institutions**

- HSBC Institutional Trust Services (Asia) Limited
- Public Bank (Hong Kong) Limited
- Public Bank (Nominees) Limited

#### Stockbrokers

• KGI Asia Limited, as successor in interest to Grand Cathay Securities (Hong Kong) Limited

#### Appendix E12 Israel

- Bank Hapoalim B.M.
- Bank Leumi le-Israel B.M.
- FS/Bank Leumi Israel
- Israel Discount Bank, Ltd.
- Mizrahi Tefahot Bank, Ltd.

#### Appendix E13 Liechtenstein

- Centrum Bank AG (AMS)
- LGT Bank in Liechtenstein AG
- Liechtensteinische Landesbank AG (sued as Liechtensteinische LB Reinvest AMS)
- Neue Bank AG
- Verwaltungs und Privat-Bank AG Aktiengesellschaft n/k/a VP Bank AG

#### Appendix E14 Panama

#### **Financial Institutions**

• Banco General SA Banca Privada

#### Stockbrokers

- HSBC Securities (Panama) SA f/k/a Banistmo Securities, Inc.
- Portobelo Advisors Inc.
- Wall Street Securities S.A.

#### Appendix E15 Singapore

- Credit Industriel et Commercial Singapore Branch
- Deutsche Bank AG Singapore
- Royal Bank of Canada Singapore Branch
- Schroder & Co. (Asia) Ltd.

#### Appendix E16 South Korea

- Citibank Korea, Inc.
- HSBC Seoul Branch, Ltd.
- Korea Exchange Bank
- Woori Bank

#### Appendix E17 Andorra

- ANDBanc Andorra a/k/a Andorra Banc Agricol Reig, S.A.
- Crèdit Andorrà/Crediinvest (not a juridical entity)

#### Appendix E18 Bahamas

- Blubank Ltd. n/k/a Inteligo Bank Ltd.
- Cititrust (Bahamas) Limited
- Credit Suisse AG Nassau Branch Wealth Management
- Credit Suisse Nassau Branch Wealth Management a/k/a Credit Suisse Wealth Management Limited
- Itaú Bank & Trust Bahamas Ltd. (sued as BIE Bank & Trust Bahamas Ltd.)

# Appendix E19 Netherlands

- Fortis Bank (Nederland) N.V. n/k/a ABN AMRO Bank N.V.
- KAS BANK N.V.
- SNS Global Custody B.V. a/k/a SNS Bank N.V.

#### Appendix E20 Belgium

- Banque Degroof Bruxelles a/k/a Banque Degroof SA Bruxelles
- Fortis Bank SA/NV n/k/a BNP Paribas Fortis
- Swedbank

#### Appendix E21 Gibraltar

#### **Financial Institutions**

• Credit Suisse (Gibraltar) Limited

#### Appendix E22 Kuwait

- Commercial Bank of Kuwait
- National Bank of Kuwait S.A.K.

#### Appendix E23 Austria

#### Financial Institutions

• Vorarlberger Landes- und Hypothekenbank Aktiengesellschaft

#### Appendix E24 Bermuda

#### **Financial Institutions**

• HSBC Bank Bermuda Limited f/k/a The Bank of Bermuda Limited

#### Appendix E25 British Virgin Islands

#### **Financial Institutions**

• HSBC International Trustee Limited

#### Appendix E26 Canada

#### Financial Institutions

• Royal Bank of Canada sued as "NYROY, Royal Bank of Canada"

#### Appendix E27 Japan

#### Financial Institutions

• The Sumitomo Trust & Banking Co., Ltd.

#### Appendix E28 Monaco

#### **Financial Institutions**

• EFG Eurofinanciere D'Invest MCL (n/k/a EFG Bank (Monaco)

#### Appendix E29 Portugal

#### **Financial Institutions**

• Banco Bilbao Vizcaya Argentaria (Portugal) S.A. (also sued as "BBVA Fundas Privanza")

#### Appendix E30 Sweden

#### **Financial Institutions**

• Swedbank

#### Appendix E31 Taiwan

#### **Financial Institutions**

• Hua Nan Commercial Bank, Ltd.

#### Appendix E32 United Arab Emirates

#### Financial Institutions

• First Gulf Bank

#### Appendix F

Defendants That Qualify as Covered Entities Under Section 546(e) or 546(g): Financial Participants<sup>1</sup>

This Appendix does not list Defendants who qualify as covered financial participants but are not in a position to demonstrate that Covered Entity status by judicially noticeable proof. Those Defendants fully reserve their right to make such a showing at such later time as might be appropriate.

#### **Financial Participants**

- Bureau of Labor Insurance
- Cathay Life Insurance Company Limited
- Celfin International Limited n/k/a BTG Pactual (Cayman) International Holding Limited
- Citigroup Global Markets Limited
- Hansard Europe DAC
- Hontai Life Insurance Company Limited
- Judith Cherwinka a/k/a Judith Cherwinka IRA
- Millennium Multi-Strategy Fund
- Natixis S.A. (in its own capacity and as successor in-interest to IXIS Corporate & Investment Bank)
- The Legacy Fund Ltd.
- UBS Fund Services (Cayman) Limited

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Appendix G Service Information for Hague Defendants With Service Attempted by International Registered Mail

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### <u>Defendants Purportedly Served in Article 10(a) Objecting Jurisdictions</u>

### Kuwait

	Case No.	Case Name	Defendant Name
1.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz	National Bank of Kuwait S.A.K.
		AG, et al.	
2.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz	National Bank of Kuwait S.A.K.
		AG, et al.	
3.	Adv. Pro. 10-04093	Fairfield Sentry Ltd. (In Liquidation), et al. v. Commercial Bank of	Commercial Bank of Kuwait
		Kuwait, et al.	
4.	Adv. Pro. 11-01260	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/NBK Kuwait a/k/a	National Bank of Kuwait S.A.K.
		National Bank of Kuwait, et al.	

#### Monaco

	Case No.	Case Name	Defendant Name
5.	Adv. Pro. 10-03630	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Securities	Private-Space Ltd. (purportedly served in
		Services (Luxembourg) SA, et al.	Monaco though not a Monegasque
			corporation nor resident in Monaco)
6.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz	EFG Eurofinanciere D'Invest MCL (n/k/a
		AG, et al.	EFG Bank (Monaco))
7.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz	EFG Eurofinanciere D'Invest MCL (n/k/a
		AG, et al.	EFG Bank (Monaco))

### **South Korea**

	Case No.	Case Name	Defendant Name
8.	Adv. Pro. 10-03502	Fairfield Sentry Ltd. (In Liquidation), et al. v. RBC Dominion Securities Sub A/C, et al.	RBC Dominion Securities
9.	Adv. Pro. 10-03507	Fairfield Sentry Ltd. (In Liquidation), et al. v. Meritz Fire & Marine Insurance Company Ltd., et al.	Meritz Fire & Marine Insurance Company Ltd.
10.	Adv. Pro. 11-01486	Fairfield Sentry Ltd. (In Liquidation), et al. v. Korea Exchange Bank	Korea Exchange Bank
11.	Adv. Pro. 11-01616	Fairfield Sentry Limited (In Liquidation), et al. v. Woori Bank, et al.	Woori Bank
12.	Adv. Pro. 12-01128	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Seoul Branch, Ltd., et al.	HSBC Seoul Branch, Ltd.
13.	Adv. Pro. 12-01142	Fairfield Sentry Ltd. (In Liquidation), et al. v. Citibank Korea Inc., et al.	Citibank Korea Inc.

### **Switzerland**

Case No.	Case Name	Defendant Name

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	Case No.	Case Name	Defendant Name
14.	Adv. Pro. 10-03509	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Santander (Suisse) S.A., et al.	Banco Santander (Suisse) S.A.
15.	Adv. Pro. 10-03510	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Hapoalim (Suisse) Ltd., et al.	Hapoalim (Switzerland), Ltd. <sup>1</sup>
16.	Adv. Pro. 10-03514	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Piguet & Cie S.A., et al.	Banque Piguet & Cie SA
17.	Adv. Pro. 10-03595	Fairfield Sentry Ltd. (In Liquidation), et al. v. SG Private Banking (Suisse) SA, et al.	FIF Advanced Ltd.
18.	Adv. Pro. 10-03595	Fairfield Sentry Ltd. (In Liquidation), et al. v. SG Private Banking (Suisse) SA, et al.	SG Private Banking (Suisse) SA
19.	Adv. Pro. 10-03625	Fairfield Sentry Ltd. (In Liquidation), et al. v. EFG Bank, et al.	EFG Bank a/k/a EFG Bank AG and/or EFG Bank SA
20.	Adv. Pro. 10-03633	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Private Bank Suisse SA, et al.	HSBC Private Bank Suisse SA
21.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Bank Morgan Stanley AG
22.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Citibank (Switzerland) AG
23.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Compagnie Bancaire Espirito Santo SA aka Banque Privee Espirito Santo SA

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 $<sup>^{\</sup>rm 1}$  Also purportedly served by International Registered Mail in Luxembourg.

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	Case No.	Case Name	Defendant Name
24.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	EFG Private Bank S.A. (n/k/a EFG Bank)
25.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Merrill Lynch Bank
26.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Morgan Stanley & Co. International PLC
27.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Arsenal SPC OBO Glasgow SEG Port
28.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banca Arner S.A.
29.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banca Unione di Credito
30.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Bank Julius Baer & Co. Ltd.
31.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Cantonale Vaudoise
32.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Internationale à Luxembourg SA f/k/a Dexia Banque Internationale à Luxembourg SA
33.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Pictet & Cie SA
34.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BBVA (Suisse) SA

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	Case No.	Case Name	Defendant Name
35.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BCV AMC Defensive Alt Fund
36.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA
37.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA Ex Fortis
38.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA Private
39.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BSI AG
40.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BSI Ex Banca Del Gottardo
41.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Clariden Leu Ltd.
42.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Compagnie Bancaire Helvetique
43.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Corner Banca SA
44.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Credit Suisse AG Zurich
45.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Dresdner Bank Schweiz

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	Case No.	Case Name	Defendant Name
46.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Edmond de Rothschild (Suisse) SA (sued as Sella Bank AG)
47.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	EFG Bank S.A. Switzerland (n/k/a EFG Bank)
48.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Falcon Private Bank
49.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Finter Bank Zurich
50.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Hapoalim (Switzerland), Ltd. <sup>2</sup>
51.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	IHAG Handelsbank AG
52.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	InCore Bank AG
53.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Lloyds TSB Bank Geneva
54.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Lombard Odier Darier Hentsch & Cie
55.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	NBK Banque Privée (Suisse) S.A.
56.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	PKB Privatbank AG

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<sup>&</sup>lt;sup>2</sup> Also purportedly served by International Registered Mail in Luxembourg.

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	Case No.	Case Name	Defendant Name
57.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	RBS Coutts Bank Ltd. now known as Coutts & Co. Ltd.
58.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Bank AG Zurich (Dublin) a/k/a Rothschild Bank AG
59.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Bank Geneva (Dublin) (as incorrectly named in complaint; should be Edmond de Rothschild (Suisse) SA)
60.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Lugano Dublin a/k/a Banca Privata Edmond de Rothschild Lugano SA
61.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	SIS SEEGANINTERSETTLE
62.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	SIX SIS Ltd.
63.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	UBS AG (sued as UBS AG Zurich and UBS AG New York)
64.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Union Bancaire Privée, UBP SA (sued as ABN AMRO Schweiz AG a/k/a ABN AMRO (Switzerland) AG)
65.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Arsenal SPC OBO Glasgow SEG Port
66.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banca Arner S.A.
67.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banca Unione di Credito

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	Case No.	Case Name	Defendant Name
68.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Bank Julius Baer & Co. Ltd.
69.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Cantonale Vaudoise
70.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Banque Pictet & Cie SA
71.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BBVA (Suisse) SA
72.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BCV AMC Defensive Alt Fund
73.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA
74.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA Ex Fortis
75.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BNP Paribas (Suisse) SA Private
76.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BSI AG
77.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BSI Ex Banca Del Gottardo
78.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Clariden Leu Ltd.

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	Case No.	Case Name	Defendant Name
79.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Compagnie Bancaire Helvetique
80.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Corner Banca SA
81.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Credit Suisse AG Zurich
82.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Edmond de Rothschild (Suisse) SA (sued as Sella Bank AG)
83.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	EFG Bank S.A. Switzerland (n/k/a EFG Bank)
84.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Falcon Private Bank
85.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Finter Bank Zurich
86.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Hapoalim (Switzerland), Ltd. <sup>3</sup>
87.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	IHAG Handelsbank AG
88.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	InCore Bank AG
89.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Lloyds TSB Bank Geneva

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 $<sup>^{3}</sup>$  Also purportedly served by International Registered Mail in Luxembourg.

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	Case No.	Case Name	Defendant Name
90.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Lombard Odier Darier Hentsch & Cie
91.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	NBK Banque Privée (Suisse) S.A.
92.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	PKB Privatbank AG
93.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	RBS Coutts Bank Ltd. now known as Coutts & Co. Ltd.
94.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Bank AG Zurich (Dublin) a/k/a Rothschild Bank AG
95.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Bank Geneva (Dublin) (as incorrectly named in complaint; should be Edmond de Rothschild (Suisse) SA)
96.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Rothschild Lugano Dublin a/k/a Banca Privata Edmond de Rothschild Lugano SA
97.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	SIS SEEGANINTERSETTLE
98.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	SIX SIS Ltd.
99.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	UBS AG (sued as UBS AG Zurich and UBS AG New York)
100.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Union Bancaire Privée, UBP SA (sued as ABN AMRO Schweiz AG a/k/a ABN AMRO (Switzerland) AG)

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	Case No.	Case Name	Defendant Name
101.	Adv. Pro. 10-03640	Fairfield Sentry Ltd. (In Liquidation), et al. v. Citibank (Switzerland) AG, et al.	Citibank (Switzerland) AG
102.	Adv. Pro. 10-03745	Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank (Suisse) SA Geneve, et al.	Deutsche Bank (Suisse) SA
103.	Adv. Pro. 10-03756	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/CBESSA, et al.	FS/CBESSA a/k/a/ Banque Privee Espirito Santo SA f/k/a Compagnie Bancaire Espirito Santo SA
104.	Adv. Pro. 10-03764	Fairfield Sentry Ltd. (In Liquidation), et al. v. Pictet & Cie, et al.	Banque Pictet & Cie SA
105.	Adv. Pro. 10-03780	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS AG New York, et al.	UBS AG (sued as UBS AG New York)
106.	Adv. Pro. 10-03786	Fairfield Sentry Ltd. (In Liquidation), et al. v. SG Private Banking (Suisse) SA, et al.	FIF Advanced Ltd.
107.	Adv. Pro. 10-03786	Fairfield Sentry Ltd. (In Liquidation), et al. v. SG Private Banking (Suisse) SA, et al.	SG Private Banking (Suisse) SA
108.	Adv. Pro. 10-03788	Fairfield Sentry Ltd. (In Liquidation), et al. v. Merrill Lynch Bank (Suisse) SA, et al.	Merrill Lynch Bank (Suisse) SA
109.	Adv. Pro. 10-03795	Fairfield Sentry Ltd. (In Liquidation), et al. v. Lombard Odier Darier Hentsch & Cie, et al.	Lombard Odier Darier Hentsch & Cie
110.	Adv. Pro. 10-03801	Fairfield Sentry Ltd. (In Liquidation), et al. v. ING Bank (Suisse) SA, et al.	ING Bank (Suisse) SA, as predecessor to Bank Julius Baer & Co. Ltd.
111.	Adv. Pro. 10-03869	Fairfield Sentry Ltd. (In Liquidation), et al. v. Six Sis AG/CH104026, et al.	SIX SIS AG
112.	Adv. Pro. 10-03873	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bordier & Cie, et al.	Bordier & Cie

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	Case No.	Case Name	Defendant Name
113.	Adv. Pro. 10-04087	Fairfield Sentry Ltd. (In Liquidation), et al. v. Royal Bank of Canada (Suisse), et al.	Banque SYZ SA as successor to Royal Bank of Canada (Suisse) S.A.
114.	Adv. Pro. 10-04212	Fairfield Sentry Limited (In Liquidation), et al. v. Bank Morgan Stanley AG, et al.	Bank Morgan Stanley AG
115.	Adv. Pro. 11-01243	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Julius Baer and Co. Ltd., Zurich, et al.	Bank Julius Baer & Co. Ltd.
116.	Adv. Pro. 11-01244	Fairfield Sentry Ltd. (In Liquidation), et al. v. CA Indosuez (Switzerland) SA, et al.	CA Indosuez (Switzerland) S.A.
117.	Adv. Pro. 11-01249	Fairfield Sentry Ltd. (In Liquidation), et al. v. Schroder & Co. Bank AG, et al.	Schroder & Co. Bank AG
118.	Adv. Pro. 11-01256	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque SCS Alliance SA, et al.	Banque SCS Alliance SA
119.	Adv. Pro. 11-01257	Fairfield Sentry Ltd. (In Liquidation), et al. v. Mirabaud & Cie a/k/a Mirabaud & Cie Banquiers Prives, et al.	Mirabaud & Cie a/k/a Mirabaud & Cie Banquiers Prives
120.	Adv. Pro. 11-01258	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Ireland) Ltd., et al.	UBS AG (sued as UBS Zurich) <sup>4</sup>
121.	Adv. Pro. 11-01259	Fairfield Sentry Ltd. (In Liquidation), et al. v. Barclays Bank (Suisse) SA, et al.	Barclays Bank (Suisse) SA
122.	Adv. Pro. 11-01566	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/SG Private Banking (Lugano-Svizzera) SA, et al.	FS/SG Private Banking (Lugano-Svizzera) SA
123.	Adv. Pro. 11-01568	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bipielle Banke (Suisse), et al.	Bipielle Bank (Suisse) in Liquidation (sued as Bipielle Banke (Suisse))

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<sup>&</sup>lt;sup>4</sup> Also purportedly served by International Registered Mail in Ireland.

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	Case No.	Case Name	Defendant Name
124.	Adv. Pro. 11-01581	Fairfield Sentry Ltd. (In Liquidation), et al. v. Rahn & Bodmer Banquiers, et al.	Rahn & Bodmer Banquiers
125.	Adv. Pro. 11-01594	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Guyerzeller Zurich, et al.	HSBC Guyerzeller Zurich a/k/a HSBC Guyerzeller Trust Company AG n/k/a HSBC Trust Company AG
126.	Adv. Pro. 11-01594	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Guyerzeller Zurich, et al.	Stanhope Capital (Switzerland) S.A.
127.	Adv. Pro. 11-01600	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/BBVA Zurich/Shares, et al.	BBVA Zurich/Shares
128.	Adv. Pro. 11-01614	Fairfield Sentry Ltd. (In Liquidation), et al. v. IDF Global Fund, et al.	IDF Global Fund
129.	Adv. Pro. 11-01760	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Vontobel AG, et al.	Bank Vontobel AG
130.	Adv. Pro. 11-02440	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Sal. Oppenheim Jr. & Cie (Schweiz) AG a/k/a Bank Sal. Oppenheim Jr. & Cie, et al.	Deutsche Bank (Suisse) SA Geneve, Successor in Interest to Bank Sal. Oppenheim Jr. & Cie (Schweiz) AG A/K/A Bank Sal Oppenheim Jr. & CIE
131.	Adv. Pro. 11-02772	Fairfield Sentry Ltd. (In Liquidation), et al. v. BankMed (Suisse) S.A. f/k/a Banque de la Mediterra, et al.	BankMed (Suisse) SA
132.	Adv. Pro. 12-01125	Fairfield Sentry Ltd. (In Liquidation), et al. v. Investec Bank (Switzerland) AG, et al.	Investec Bank (Switzerland) AG
133.	Adv. Pro. 12-01157	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Baring Brothers Sturdza SA f/k/a Banque Baring Brothers Suisse SA	Banque Baring Brothers Sturdza SA

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	Case No.	Case Name	Defendant Name
134.	Adv. Pro. 12-01185	Fairfield Sentry Ltd. (In Liquidation), et al. v. Hinduja Bank (Switzerland) SA, et al.	Banca Commerciale Lugano
135.	Adv. Pro. 12-01185	Fairfield Sentry Ltd. (In Liquidation), et al. v. Hinduja Bank (Switzerland) SA, et al.	Hinduja Bank (Switzerland) SA
136.	Adv. Pro. 12-01555	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSH Nordbank Securities S.A., et al.	Wegelin & Company

### <u>Defendants Purportedly Served in Other Hague Signatory Jurisdictions</u>

#### Andorra

	Case No.	Case Name	Defendant Name
1.	Adv. Pro. 10-03632	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/Andbanc Andorra, et al.	ANDBanc Andorra a/k/a Andorra Banc Agricol Reig, S.A.
2.	Adv. Pro. 11-01589	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNY AIS Nominees Ltd., et al.	Crèdit Andorrà / Crediinvest <sup>5</sup>

### **Bahamas**

	Case No.	Case Name	Defendant Name
3.	Adv. Pro. 10-03508	Fairfield Sentry Ltd. (In Liquidation), et al. v. Schroder & Co.	Perenco SA
		(Asia) Ltd., et al.	

<sup>&</sup>lt;sup>5</sup> Also purportedly served by International Registered Mail in Ireland.

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	Case No.	Case Name	Defendant Name
4.	Adv. Pro. 10-03750	Fairfield Sentry Ltd. (In Liquidation), et al. v. Blubank Ltd., et al.	Blubank Ltd. n/k/a Inteligo Bank Ltd.
5.	Adv. Pro. 11-01587	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bie Bank & Trust	BIE Bank & Trust Bahamas Ltd.
		Bahamas Ltd., et al.	
6.	Adv. Pro. 11-01601	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse AG	Credit Suisse AG Nassau Branch Wealth
		Nassau Branch Wealth Management , et al.	Management
7.	Adv. Pro. 12-01127	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nassau	Credit Suisse Nassau Branch Wealth
		Branch Wealth Management a/k/a Credit Suisse Wealth	Management a/k/a Credit Suisse Wealth
		Management Limited, et al.	Management Limited
8.	Adv. Pro. 12-01298	Fairfield Sentry Ltd. (In Liquidation), et al. v. Don Chimango SA, et	Cititrust (Bahamas) Limited
		al.	

### Belgium

	Case No.	Case Name	Defendant Name
9.	Adv. Pro. 11-01253	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/SWEDCLIENT/IAM, et al.	Entity erroneously sued as FS/Swedclient/IAM
10.	Adv. Pro. 11-01460	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/LAB/AXA PM, et al.	Architas (LAB/AXA PM)
11.	Adv. Pro. 11-01569	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/Banque Degroof Bruxelles, et al.	Banque Degroof Bruxelles a/k/a Banque Degroof SA Bruxelles
12.	Adv. Pro. 11-01617	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Bank SA/NV, et al.	BNP Paribas Fortis
13.	Adv. Pro. 11-01619	Fairfield Sentry Ltd. (In Liquidation), et al. v. NBP Titres, et al.	Natixis S.A., of which EuroTitres (incorrectly named in the complaint as "NBP Titres") is a division

#### Bermuda

	Case No.	Case Name	Defendant Name
14.	Adv. Pro. 10-03628	Fairfield Sentry Ltd. (In Liquidation), et al. v. Robinson & Co., et al.	Murdoch & Co.
15.	Adv. Pro. 10-03628	Fairfield Sentry Ltd. (In Liquidation), et al. v. Robinson & Co., et al.	Robinson & Co.
16.	Adv. Pro. 12-01556	Fairfield Sentry Ltd. (In Liquidation), et al. v. Somers Nominees (Far East) Limited, et al.	HSBC Bank Bermuda Limited f/k/a The Bank of Bermuda Limited
17.	Adv. Pro. 12-01556	Fairfield Sentry Ltd. (In Liquidation), et al. v. Somers Nominees (Far East) Limited, et al.	Somers Nominees (Far East) Limited <sup>6</sup>

#### Canada

	Case No.	Case Name	Defendant Name
18.	Adv. Pro. 10-04095	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.	DGAM Alternative Strategy Fund L.P. <sup>7</sup>
19.	Adv. Pro. 10-04095	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.	DGAM Asset Allocation Fund L.P. <sup>8</sup>

Also purportedly served by International Registered Mail in Hong Kong.

Also purportedly served by certified mail in the United States at an address once used by Diversified Global Asset Management U.S. Inc., an entity unrelated to this defendant.

Also purportedly served by certified mail in the United States at an address once used by Diversified Global Asset Management U.S. Inc., an entity unrelated to this defendant.

### **Cayman Islands**

	Case No.	Case Name	Defendant Name
20.	Adv. Pro. 10-03515	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Bilbao Vizcaya Argentaria (Portugal) S.A., et al.	BBVA Grand Cayman
21.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Arsenal SPC
22.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Arsenal SPC
23.	Adv. Pro. 10-03746	Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank (Cayman), et al.	Deutsche Bank (Cayman) Limited
24.	Adv. Pro. 10-03746	Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank (Cayman), et al.	Sciens CFO 1 Feeder Fund Ltd.9
25.	Adv. Pro. 10-03746	Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank (Cayman), et al.	Sciens Global Opportunity Fund <sup>10</sup>
26.	Adv. Pro. 10-03776	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis (Isle of Man) Nominees Ltd. a/k/a ABN AMRO Fund Services (Isle of Man) Nominees Ltd., et al.	ABN AMRO Retained Nominees (IOM) Limited (sued as Fortis (Isle of Man) Nominees Limited a/k/a ABN AMRO Fund Services (Isle of Man) Nominees Limited)

Also purportedly served by International Registered Mail in the Channel Islands. Also purportedly served by International Registered Mail in the Channel Islands.

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	Case No.	Case Name	Defendant Name
27.	Adv. Pro. 10-03776	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis (Isle of Man) Nominees Ltd. a/k/a ABN AMRO Fund Services (Isle of Man) Nominees Ltd., et al.	Platinum All Weather Fund <sup>11</sup>
28.	Adv. Pro. 10-04095	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.	DGAM Alternative Strategy Fund II, SPC – Cell A <sup>12</sup>
29.	Adv. Pro. 10-04095	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.	DGAM Alternative Strategy Fund II, SPC – Cell B <sup>13</sup>
30.	Adv. Pro. 10-04095	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.	The Legacy Fund
31.	Adv. Pro. 10-04095	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.	UBS Fund Services (Cayman) Limited
32.	Adv. Pro. 10-04099	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Private Bank and Trust Cayman Ltd., et al.	BNP Paribas Private Bank and Trust Cayman Ltd
33.	Adv. Pro. 12-01301	Fairfield Sentry Ltd. (In Liquidation), et al. v. Unicorp Bank & Trust Limited, et al.	Itau Bank & Trust Cayman, Ltd. (f/k/a Unicorp Bank & Trust Limited)

#### **Channel Islands**

Case No.	Case Name	Defendant Name

Also purportedly served by International Registered Mail in the Isle of Man.

Also purportedly served by certified mail in the United States at an address once used by Diversified Global Asset Management U.S. Inc., an entity unrelated to this defendant.

Also purportedly served by certified mail in the United States at an address once used by Diversified Global Asset Management U.S. Inc., an entity unrelated to this defendant.

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	Case No.	Case Name	Defendant Name
34.	Adv. Pro. 10-03525	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fund Nominees Limited, et al.	Collins Stewart (CI) Limited
35.	Adv. Pro. 10-03525	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fund Nominees Limited, et al.	Fund Nominees Limited <sup>14</sup>
36.	Adv. Pro. 10-03629	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Private Banking Nom, et al.	HSBC Private Banking Nom a/k/a HSBC Private Banking Nominee 1 (Jersey) Ltd. n/k/a Republic Nominees Limited <sup>15</sup>
37.	Adv. Pro. 10-03631	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Private Bank (Guernsey) Ltd., et al.	HSBC Private Bank (C.I.) Limited
38.	Adv. Pro. 10-03631	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Private Bank (Guernsey) Ltd., et al.	HSBC Private Bank (Guernsey) Ltd. a/k/a HSBC Republic Bank (Guernsey) Ltd. n/k/a HSBC Private Bank (C.I.) Limited
39.	Adv. Pro. 10-03631	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Private Bank (Guernsey) Ltd., et al.	Republic Nominees Limited
40.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	UBS Jersey Nominees Limited (sued as UBS Jersey Nominees)
41.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	UBS Jersey Nominees Limited (sued as UBS Jersey Nominees)
42.	Adv. Pro. 10-04236	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nominees, et al.	Credit Suisse Nominees a/k/a Credit Suisse Nominees (Guernsey) Limited A/C Gib
43.	Adv. Pro. 11-01470	Fairfield Sentry Ltd. (In Liquidation), et al. v. Barfield Nominees Limited, et al.	Barfield Nominees Limited

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	Case No.	Case Name	Defendant Name
44.	Adv. Pro. 11-01564	Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank Nominees (Jersey) Limited, et al.	Deutsche Bank Nominees (Jersey) Limited
45.	Adv. Pro. 11-01579	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Securities Nominees Ltd., et al.	BNP Paribas Securities Services Nominees Ltd.
46.	Adv. Pro. 11-02612	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nominees (Guernsey) Limited, et al.	Credit Suisse Nominees (Guernsey) Limited
47.	Adv. Pro. 12-01599	Fairfield Sentry Ltd. (In Liquidation), et al. v. Barclays Private Bank & Trust (Channel Islands) Limited, et al.	Barclays Private Bank & Trust (Channel Islands) Limited

### Colombia

	Case No.	Case Name	Defendant Name
48.	Adv. Pro. 11-01568	Fairfield Sentry Ltd. (In Liquidation), et al. v. Global Fund Porvenir, et al.	Global Fund Porvenir

### **Finland**

	Case No.	Case Name	Defendant Name
49.	Adv. Pro. 12-01289	Fairfield Sentry Ltd. (in Liquidation), et al. v. Dreadnought Finance OY, et al.	Dreadnought Finance OY

#### France

	Case No.	Case Name	Defendant Name
50.	Adv. Pro. 10-03621	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS Oddo & Cie, et al.	OAM <sup>16</sup>
51.	Adv. Pro. 10-03621	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS Oddo & Cie, et al.	Oddo & Cie <sup>17</sup>
52.	Adv. Pro. 10-03624	Fairfield Sentry Ltd. (In Liquidation), et al. v. Caceis Bank Luxembourg, et al.	Natixis S.A. or its predecessors in interest as the owner/operator of certain accounts named as defendants <sup>18</sup>
53.	Adv. Pro. 10-03627	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Securities Services Luxembourg, et al.	Altigefi-Altipro Master a/k/a Olympia Capital Management <sup>19</sup>
54.	Adv. Pro. 10-03627	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Securities Services Luxembourg, et al.	Rothschild & Cie Banque-EGA
55.	Adv. Pro. 10-03752	Fairfield Sentry Ltd. (In Liquidation), et al. v. Brown Brothers Harriman & Co., et al.	Credit Lyonnais n/k/a LCL-LE Credit Lyonnais S.A.
56.	Adv. Pro. 10-03871	Fairfield Sentry Ltd. (In Liquidation), et al. v. Caceis Bank EX-IXIS IS, et al.	Caceis Bank Ex Ixis Is
57.	Adv. Pro. 10-03871	Fairfield Sentry Ltd. (In Liquidation), et al. v. Caceis Bank EX-IXIS IS, et al.	VEGA Investment Managers, formerly known as IXIS Private Capital Management ("IPCM")

Also purportedly served by International Registered Mail in Belgium.

Also purportedly served by International Registered Mail in Belgium.

Some of the defendants were purportedly served by International Registered Mail solely in Luxembourg.

Also purportedly served by International Registered Mail in Luxembourg.

	Case No.	Case Name	Defendant Name
58.	Adv. Pro. 10-04098	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Arbitrage SNC, et al.	BNP Paribas Arbitrage SNC
59.	Adv. Pro. 11-01464	Fairfield Sentry Ltd. (In Liquidation), et al. v. Natixis f/k/a IXIS Corporate and Investment Bank, et al.	Natixis S.A. (in its own capacity and as successor-in-interest of IXIS Corporate & Investment Bank)
60.	Adv. Pro. 11-01585	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque de Reescompte et de Placement, et al.	Banque de Reescompte et de Placement aka BAREP
61.	Adv. Pro. 11-02613	Fairfield Sentry Ltd. (In Liquidation), et al. v. Societe Generale Bank & Trust S.A. (Luxembourg), et al.	Oval Alpha Palmares
62.	Adv. Pro. 11-02613	Fairfield Sentry Ltd. (In Liquidation), et al. v. Societe Generale Bank & Trust S.A. (Luxembourg), et al.	Palmares Europlus
63.	Adv. Pro. 11-02787	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Agricole Titres, et al.	CPR Online
64.	Adv. Pro. 11-02787	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Agricole Titres, et al.	Credit Agricole Titres
65.	Adv. Pro. 12-01136	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bred Banque Populaire, et al.	BRED Banque Populaire

### Gibraltar

	Case No.	Case Name	Defendant Name
66.	Adv. Pro. 10-04236	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nominees, et al.	Credit Suisse Gibraltar Limited

### **Hong Kong**

	Case No.	Case Name	Defendant Name
67.	Adv. Pro. 10-03619	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Institutional Trust Services (Asia) Limited, et al.	HSBC Institutional Trust Services (Asia) Limited
68.	Adv. Pro. 11-01462	Fairfield Sentry Ltd. (In Liquidation), et al. v. Grand Cathay Securities (Hong Kong) Limited, et al.	KGI Asia Limited (sued as Grand Cathay Securities (Hong Kong) Limited)
69.	Adv. Pro. 12-01155	Fairfield Sentry Ltd. (In Liquidation), et al. v. Kiangsu Chekiang and Shanghai Residents (H.K.) Association, et al.	Kiangsu Chekiang and Shanghai Residents (H.K.) Association
70.	Adv. Pro. 12-01164	Fairfield Sentry Ltd. (In Liquidation), et al. v. Public Bank (Hong Kong) Limited, et al.	Public Bank (Hong Kong) Limited
71.	Adv. Pro. 12-01164	Fairfield Sentry Ltd. (In Liquidation), et al. v. Public Bank (Hong Kong) Limited, et al.	Public Bank (Nominees) Limited
72.	Adv. Pro. 12-01290	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC International Trustee Limited, et al.	HSBC International Trustee Limited

### **Ireland**

	Case No.	Case Name	Defendant Name
73.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	ZCM Asset Holding Co. Bermuda
74.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	ZCM Matched Funding Corp.

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	Case No.	Case Name	Defendant Name
75.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Zurich Capital Markets Company
76.	Adv. Pro. 10-03791	Fairfield Sigma Ltd. (In Liquidation), et al. v. Monte Paschi Ireland Ltd., et al.	Monte Paschi Ireland Ltd.
77.	Adv. Pro. 10-04238	Fairfield Sentry Ltd. (In Liquidation), et al. v. Hansard Europe Limited et al.	Hansard Europe DAC (sued as Hansard Europe Ltd.)
78.	Adv. Pro. 11-01258	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Ireland) Ltd., et al.	UBS Fund Services (Ireland) Ltd.
79.	Adv. Pro. 11-01589	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNY AIS Nominees Ltd., et al.	BNY AIS Nominees, Ltd.
80.	Adv. Pro. 11-01604	Fairfield Sentry Ltd. (In Liquidation), et al. v. PFPC Bank Limited, et al.	BNY Mellon International Bank Ltd. f/k/a PFPC International Bank Ltd., PNC International Bank Limited and PFPC Bank Ltd
81.	Adv. Pro. 12-01134	Fairfield Sentry Ltd. (In Liquidation), et al. v. SEI Investments Trustee and Custodial Services (Ireland) Ltd. Nominee A/C 1, et al.	SEI Investments Trustee and Custodial Services (IRELAND) Ltd
82.	Adv. Pro. 12-01135	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank of Ireland Nominees Limited, et al.	Bank of Ireland Nominees Limited now known as Northern Trust Nominees (Ireland) Limited

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### Isle of Man

	Case No.	Case Name	Defendant Name
83.	Adv. Pro. 10-03776	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis (Isle of Man) Nominees Ltd. a/k/a ABN AMRO Fund Services (Isle of Man) Nominees Ltd., et al.	Odyssey Alternative Fund Limited

### **Israel**

	Case No.	Case Name	Defendant Name
84.	Adv. Pro. 10-03512	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS Mizrahi Tefahot Bank Ltd., et al.	Mizrahi Tefahot Bank Limited
85.	Adv. Pro. 11-01467	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/BK Hapoalim/b M Tel Aviv, et al.	Bank Hapoalim B.M. <sup>20</sup>
86.	Adv. Pro. 11-01610	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/Israel Discount Bank, Limited, Tel Aviv, et al.	FS/Israel Discount Bank, Limited, Tel Aviv, et al.
87.	Adv. Pro. 12-01158	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/Bank Leumi Israel, et al.	Bank Leumi Israel

<sup>&</sup>lt;sup>20</sup> Also purportedly served by International Registered Mail in Belgium.

### Italy

	Case No.	Case Name	Defendant Name
88.	Adv. Pro. 10-03503	Fairfield Sigma Limited (In Liquidation), et al. v. Tercas-Cassa Di Risparmio Della Provincia Di Teramo S.P.A., , et al.	Banca Popolare di Bari S.C.p.A in Amministrazione Straordinaria, as successor-in-interest to Tercas-Cassa Di Risparmio Della Provincia di Teramo S.P.A.
89.	Adv. Pro. 10-03627	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Securities Services Luxembourg, et al.	Milan Clessidra a/k/a Clessidra SGR SpA
90.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Allianzbank SPA/Unifortune Conservative Side Pocket
91.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Allianzbank SPA/Unifortune Conservative Side Pocket
92.	Adv. Pro. 10-03791	Fairfield Sigma Ltd. (In Liquidation), et al. v. Monte Paschi Ireland Ltd., et al.	Monte Paschi Ireland Ltd.
93.	Adv. Pro. 12-01123	Fairfield Sentry Ltd. (In Liquidation), et al. v. BANCA CARIGE SPA, et al.	Banca Carige S.P.A.
94.	Adv. Pro. 12-01140	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banca Cesare Ponti SPA, et al.	Banca Cesare Ponti S.P.A.
95.	Adv. Pro. 12-01148	Fairfield Sigma Ltd. (In Liquidation), et al. v. Banca Popolare Dell'Alto Adige Soc. Coop. Resp. Lim., et al.	Banca Popolare dell'Alto Adige S.p.A.
96.	Adv. Pro. 12-01162	Fairfield Sentry Ltd. (In Liquidation), et al. v. Delta S.P.A., et al.	Delta S.P.A.

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	Case No.	Case Name	Defendant Name
97.	Adv. Pro. 12-01272	Fairfield Sigma Ltd. (In Liquidation), et al. v. Schroders Italy SIM SPA, et al.	Schroders Italy SIM SpA
98.	Adv. Pro. 12-01285	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banca Profilo SPA, et al.	Banca Profilo SPA

### Japan

	Case No.	Case Name	Defendant Name
99.	Adv. Pro. 10-03863	Fairfield Sentry Ltd. (In Liquidation), et al. v. Sumitomo Trust & Banking Co., LTD - Alternative Investing Unit Global Markets, et al.	Sumitomo Trust & Banking Co., Ltd.
100.	Adv. Pro. 11-01596	Fairfield Sentry Ltd. (In Liquidation) et al. v. Kefong Lee et al.	Kefong Lee

### Luxembourg

	Case No.	Case Name	Defendant Name
101.	Adv. Pro. 10-03505	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Privee Edmond De Rothschild (Europe), et al.	Banque Privee Edmond de Rothschild (Europe)
102.	Adv. Pro. 10-03616	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque de Luxembourg, et al.	Banque de Luxembourg
103.	Adv. Pro. 10-03624	Fairfield Sentry Ltd. (In Liquidation), et al. v. Caceis Bank Luxembourg, et al.	Caceis Bank Luxembourg

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	Case No.	Case Name	Defendant Name
104.	Adv. Pro. 10-03626	Fairfield Sentry Ltd. v. BNP Paribas Luxembourg SA a/k/a BGL BNP Paribas, et al.	BNP Paribas Luxembourg (a/k/a BGL BNP Paribas S.A.)
105.	Adv. Pro. 10-03627	Fairfield Sentry Ltd. v. BNP Paribas Securities Services Luxembourg, et al.	BNP Securities Services Luxembourg S.A.
106.	Adv. Pro. 10-03630	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSBC Securities Services (Luxembourg) SA, et al.	HSBC Securities Services (Luxembourg) SA
107.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Banco Itau Europa Luxembourg
108.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Caceis Bank Luxembourg
109.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Societe Generale Bank & Trust
110.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Caceis Bank Luxembourg
111.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	Societe Generale Bank & Trust
112.	Adv. Pro. 10-03755	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Itau Europa Luxembourg SA, et al.	Banco Itau Europa Luxembourg SA
113.	Adv. Pro. 10-03864	Fairfield Sentry Ltd. (In Liquidation), et al. v. Natixis Private Banking International SA - Client Account, et al.	Natixis Wealth Management Luxembourg, formerly known as Natixis Private Banking International S.A.
114.	Adv. Pro. 10-03868	Fairfield Sentry Ltd. (In Liquidation), et al. v. Kredietbank SA Luxembourgeoise, et al.	Clearstream Banking SA

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	Case No.	Case Name	Defendant Name
115.	Adv. Pro. 10-03868	Fairfield Sentry Ltd. (In Liquidation), et al. v. Kredietbank SA Luxembourgeoise, et al.	Kredietbank SA Luxembourgeoise
116.	Adv. Pro. 10-04088	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse (Luxembourg) SA, et al.	Credit Suisse (Luxembourg) SA
117.	Adv. Pro. 10-04090	Fairfield Sentry Ltd. (In Liquidation), et al. v. Dexia BIL for Customer Account, et al.	Banque Internationale à Luxembourg SA f/k/a Dexia Banque Internationale à Luxembourg SA
118.	Adv. Pro. 10-04090	Fairfield Sentry Ltd. (In Liquidation), et al. v. Dexia BIL for Customer Account, et al.	Candriam World Alternative (F/K/A Dexia World Alternative)
119.	Adv. Pro. 10-04091	Fairfield Sentry Ltd. (In Liquidation), et al. v. Dexia Private Bank (Switzerland), et al.	Banque Internationale à Luxembourg (Suisse) SA f/k/a Dexia Private Bank (Switzerland) SA
120.	Adv. Pro. 11-01242	Fairfield Sentry Ltd. (In Liquidation), et al. v. BGL BNP Paribas S.A., et al.	Banque Generale du Luxembourg (n/k/a BGL BNP Paribas S.A.)
121.	Adv. Pro. 11-01242	Fairfield Sentry Ltd. (In Liquidation), et al. v. BGL BNP Paribas S.A., et al.	BGL BNP Paribas S.A. (f/k/a Fortis Banque Luxembourg)
122.	Adv. Pro. 11-01250	Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Europe SE, Luxembourg Branch, et al.	UBS Europe SE, Luxembourg Branch
123.	Adv. Pro. 11-01263	Fairfield Sentry Ltd. (In Liquidation), et al. v. Clearstream Banking SA, et al.	Clearstream Banking SA
124.	Adv. Pro. 11-01565	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/ING Lux, et al.	ING Luxembourg
125.	Adv. Pro. 11-01584	Fairfield Sentry Ltd. (In Liquidation), et al. v. Societe Generale Bank & Trust (Luxembourg), et al.	Societe Generale Bank & Trust (Luxembourg)

	Case No.	Case Name	Defendant Name
126.	Adv. Pro. 11-01598	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque et Caisse D'epargne de L'Etat Lux, et al.	Banque et Caisse D'Epargne de L'Etat Luxembourg
127.	Adv. Pro. 11-01615	Fairfield Sigma Ltd. v. Societe Europeenne de Banque S.A.	Intesa Sanpaolo Bank Luxembourg SA (formerly known as Societe Europeenne de Banque S.A.)
128.	Adv. Pro. 11-02613	Fairfield Sentry Ltd. (In Liquidation), et al. v. Societe Generale Bank & Trust S.A. (Luxembourg), et al.	Societe Generale Bank & Trust SA (Luxembourg)
129.	Adv. Pro. 11-02613	Fairfield Sentry Ltd. (In Liquidation), et al. v. Societe Generale Bank & Trust S.A. (Luxembourg), et al.	UMR
130.	Adv. Pro. 12-01147	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fair and Banque Degroof Luxembourg, S.A., et al.	Banque Degroof Luxembourg S.A.
131.	Adv. Pro. 12-01147	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fair and Banque Degroof Luxembourg, S.A., et al.	Fidessa Alpha Fund
132.	Adv. Pro. 12-01187	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Havilland S.A., et al., f/k/a/ Banco Popolare di Verona e Novara Luxembourg S.A.	Banque Havilland S.A.
133.	Adv. Pro. 12-01555	Fairfield Sentry Ltd. (In Liquidation), et al. v. HSH Nordbank Securities S.A., et al.	HSH Nordbank Securities S.A. n/k/a HCOB Securities S.A.

### Netherlands

	Case No.	Case Name	Defendant Name
134.	Adv. Pro. 10-03504	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS ABN AMRO Global Custody, et al.	ABN AMRO Global Custody N.V. (sued as FS ABN AMRO Global Custody)

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	Case No.	Case Name	Defendant Name
135.	Adv. Pro. 10-03757	Fairfield Sentry Ltd. (In Liquidation), et al. v. SNS Global Custody B.V. a/k/a SNS Bank N.V., et al.	SNS Global Custody B.V. a/k/a SNS Bank N.V.
136.	Adv. Pro. 10-03867	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS Stichting Stroeve Global Custody, et al.	Stichting Stroeve Global Custody
137.	Adv. Pro. 11-01614	Fairfield Sentry Ltd. (In Liquidation), et al. v. IDF Global Fund, et al.	ABN AMRO Bank N.V. f/k/a Fortis Bank Nederland N.V.
138.	Adv. Pro. 11-02422	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Global Custody Services N.V. n/k/a ABN AMRO, et al.	Fortis Bank (Nederland) N.V. n/k/a ABN AMRO Bank N.V.
139.	Adv. Pro. 11-02422	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Global Custody Services N.V. n/k/a ABN AMRO, et al.	Fortis Global Custody Services N.V. n/k/a ABN AMRO Global Custody Services N.V.
140.	Adv. Pro. 11-02533	Fairfield Sigma Ltd. (In Liquidation), et al. v. Kas Depository Trust Co., et al.	KAS Bank N.V.
141.	Adv. Pro. 11-02533	Fairfield Sigma Ltd. (In Liquidation), et al. v. Kas Depository Trust Co., et al.	KAS Depositary Trust Company a/k/a KAS BANK Effectenbewaarbedrijf N.V.
142.	Adv. Pro. 12-01163	Fairfield Sigma Ltd. (In Liquidation), et al. v. Kasbank Effecten Bewaarbedrijf N.V., et al.	KAS Depositary Trust Company a/k/a KAS BANK Effectenbewaarbedrijf N.V.
143.	Adv. Pro. 12-01568	Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Global Custody Services NV, et al.	ABN AMRO Global Custody Services N.V. (sued as Fortis Global Custody Services NV)

### Portugal

	Case No.	Case Name	Defendant Name
144.	Adv. Pro. 10-03515	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Bilbao Vizcaya Argentaria (Portugal) S.A., et al.	Banco Bilbao Vizcaya Argentaria (Portugal) S.A.

### Spain

	Case No.	Case Name	Defendant Name
145.	Adv. Pro. 10-03515	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Bilbao Vizcaya Argentaria (Portugal) S.A., et al.	Banco Bilbao Vizcaya Argentaria S.A.
146.	Adv. Pro. 10-03515	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Bilbao Vizcaya Argentaria (Portugal) S.A., et al.	BBVA Fundas Privanza
147.	Adv. Pro. 10-04089	Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Inversis SA, et al.	Banco Inversis S.A.
148.	Adv. Pro. 11-01591	Fairfield Sentry Ltd. (In Liquidation), et al. v. All Funds Bank, et al.	AllFunds Bank
149.	Adv. Pro. 11-01591	Fairfield Sentry Ltd. (In Liquidation), et al. v. All Funds Bank, et al.	NMAS1 Gestion SGIIC S.A.
150.	Adv. Pro. 11-01599	Fairfield Sentry Ltd. (In Liquidation), et al. v. Eduardo Fernandez de Valderrama Murillo, et al.	Eduardo Fernandez de Valderrama Murillo
151.	Adv. Pro. 12-01129	Fairfield Sentry Ltd. (In Liquidation), et al. v. Catalunya Caixa F/K/A Caixa Catalunya A/K/A Caixa D'Estalvis de Catalunya, et al.	Catalunya Caixa F/K/A Caixa Catalunya A/K/A Caixa D'Estalvis de Catalunya
152.	Adv. Pro. 12-01132	Fairfield Sentry Ltd. (In Liquidation), et al. v. RBC Dexia Investor Services Espana S.A.	RBC Investor Services España, S.A. (named as RBC Dexia Investor Services España, S.A.)

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	Case No.	Case Name	Defendant Name
153.	Adv. Pro. 12-01265	Fairfield Sentry Ltd. (In Liquidation), et al. v. Barclays Bank SA Madrid, et al.	Barclays Bank SA Madrid
154.	Adv. Pro. 12-01551	Fairfield Sentry Ltd. (In Liquidation), et al. v. BNP Paribas Espana f/k/a Fortis Bank (Espana), et al.	BNP Paribas España

#### Sweden

	Case No.	Case Name	Defendant Name
155.	Adv. Pro. 11-01586	Fairfield Sentry Ltd. (In Liquidation), et al. v. Swedbank, et al.	Swedbank

### **United Kingdom**

	Case No.	Case Name	Defendant Name
156.	Adv. Pro. 10-03620	Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse International, et al.	Credit Suisse International
157.	Adv. Pro. 10-03622	Fairfield Sentry Ltd. (In Liquidation), et al. v. Citibank NA London, et al.	Citibank NA London
158.	Adv. Pro. 10-03634	Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.	Citibank (Switzerland) AG
159.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	"HSBC" <sup>21</sup>

The party sued here as "HSBC" is a nonexistent entity allegedly organized under the laws of and purportedly served in the United Kingdom, and there is no concession to the contrary regarding its existence by submitting this filing.

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	Case No.	Case Name	Defendant Name
160.	Adv. Pro. 10-03635	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	RBC Investor Services Bank S.A. <sup>22</sup>
161.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	"HSBC" <sup>23</sup>
162.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	RBC Investor Services Bank S.A. <sup>24</sup>
163.	Adv. Pro. 10-03793	Fairfield Sentry Ltd. (In Liquidation), et al. v. Nomura International PLC, et al.	Nomura International PLC
164.	Adv. Pro. 10-04100	Fairfield Sentry Ltd. (In Liquidation), et al. v. Citivic Nominees Limited, et al.	Citivic Nominees Limited
165.	Adv. Pro. 11-01463	Fairfield Sentry Ltd. (In Liquidation), et al. v. Merrill Lynch International, et al.	Merrill Lynch International <sup>25</sup>
166.	Adv. Pro. 11-02770	Fairfield Sentry Ltd. (In Liquidation), et al. v. Citigroup Global Markets Limited, et al.	Citigroup Global Markets Limited
167.	Adv. Pro. 12-01134	Fairfield Sentry Ltd. (In Liquidation), et al. v. SEI Investments Trustee and Custodial Services (Ireland) Ltd. Nominee A/C 1, et al.	Millennium Multi-Strategy Fund
168.	Adv. Pro. 12-01144	Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Hapoalim BM, London, et al.	Bank Hapoalim B.M., London

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Also purportedly served by International Registered Mail in Luxembourg.

The party sued here as "HSBC" is a nonexistent entity allegedly organized under the laws of and purportedly served in the United Kingdom, and there is no concession to the contrary regarding its existence by submitting this filing.

Also purportedly served by International Registered Mail in Luxembourg.

Also purportedly served by International Registered Mail in Ireland.

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	Case No.	Case Name	Defendant Name
169	Adv. Pro. 12-01569	Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/GSCO London, et al.	GSCO London

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